CLIENTS TERMS AND CONDITIONS

These Clients Terms and Conditions (**"Terms"**, **"Terms of Services"**) and its Appendices shall form an agreement between you as a Client and COMPLYCRYPTO DEPOSITORY EU LIMITED (**"CCEU"**, **"we", "the Company"**) and shall govern our relationship for different Services (defined below) which we may provide to you. We recommend that you print a copy for your records.

About us

COMPLYCRYPTO DEPOSITORY EU LIMITED, is a limited liability company incorporated under the Laws of the Republic of Cyprus with registered No. HE461709 and has a registered office at 2 Diagorou, Era House, Floor 11, 1097, Nicosia, Cyprus. CCEU is authorised by Cyprus Securities and Exchange Commission and provides crypto-asset services (as defined below) with license number 020/24 and regulated under the European Union Markets in Crypto-Assets Regulation (MiCA), and the Prevention and Suppression of Money Laundering and Terrorist Financing Law of 2007 (Law 188(I)/2007), as amended, (the **"AML/CFT Law"**) and in line with all applicable directives and circulars of the Cyprus Securities and Exchange Commission (CySEC).

The Company is allowed to offer the following services under its MiCA license:

a) providing custody and administration of crypto-assets on behalf of clients,
b) exchange of crypto-assets for funds,
c) exchange of crypto-assets for other crypto-assets,
d) providing transfer services for crypto-assets on behalf of clients,
e) execution of orders on behalf of clients,
f) reception and transmission of orders for crypto-assets on behalf of clients.

Nothing in these Terms shall be interpreted as providing investment advice, tax advice, legal advice or any recommendation to acquire, dispose of or hold any crypto-asset unless expressly agreed in writing as part of a regulated service provided by CCEU.

1. DEFINITIONS

Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

1.1. **Applicable Law** means all laws, regulations and regulatory guidance applicable to the Parties, including MiCA, GDPR, AML Laws and Regulations and Data Protection Legislation and any other law applicable on the Parties.

1.2. **AML Laws and Regulations** means (a) Directive (EU) 2015/849, as amended by Directive (EU) 2018/843 and by any subsequent EU directives or regulations on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, (b) the Prevention and Suppression of Money Laundering from Illegal Activities Laws of 2007, as amended from time to time, any directives, circulars or guidelines on anti-money laundering, counter-terrorist financing or safeguarding of funds issued by the Cyprus Securities and Exchange Commission in relation CASPs, in each case as amended or replaced from time to time, and (c) any mandatory anti-money laundering and counter-terrorist financing laws and regulations applicable to the DTR Cyprus in the EU Member State in which it is established or from which it provides services under this Agreement, in each case as amended or replaced from time to time.

1.3. **Business Day** means any day Monday to Friday between the hours of 9am-5pm Cyprus Time but does not include bank holidays, or public holidays in Cyprus

1.4. **Client** means any natural or legal person that has entered into, or is deemed to have entered into, a contractual relationship with CCEU for the purpose of receiving one or more Crypto-Asset Services.

1.5. **Client Account** (or **"Account**" or **"Custody Wallet"**) means an account or wallet established and maintained by CCEU on behalf of the Client for the purpose of providing the Services and recording the Client's crypto-asset holdings (as applicable), fiat balances (where applicable), transactions and other information relating to the Client's relationship with CCEU.

1.6. **Consumer** means

1.7. **Cryptocurrency** means any crypto-asset, as defined under MiCA, that is supported, listed, or otherwise made available for custody, exchange, or transfer by CCEU through its Web application.

1.8. **Data Protection Legislation** means all applicable laws and regulations relating to the protection of personal data, privacy and information security, including, without limitation, the GDPR and any national laws implementing, supplementing or replacing the GDPR in any Member State of the European Economic Area (including the national data protection legislation in force from time to time in Cyprus), any equivalent data protection or privacy laws in any other jurisdiction that apply to the processing of Personal Data under this Agreement, and any guidance, opinions, recommendations and statutory codes of practice issued by the European Data Protection Board or by competent supervisory authorities, in each case as amended, updated or replaced from time to time.

1.9. **Durable Medium** means an instrument which enables the Client to store information addressed personally to the Client in a way that is accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

1.10. **Exchange rate** means the last known exchange rate as published by a partner bank or exchange Web application plus CCEU Fees.

1.11. **Fees** means any fee or commission mentioned in this Agreement and/or in the price list that will be listed on the Website and/or Web application for the provision of the Services.

1.12. **Force Majeure** means any act or event beyond the reasonable control of a party that materially affects a party's ability to perform its obligations under the Agreement, including, but not limited to, any prevention, delay or stoppage due to strikes, lockouts, labour disputes, acts of God, civil commotions, fire or other casualty, governmental act, action or inaction, closure of governmental offices, internet or other infrastructure failures, act(s) of war, terror or terrorism, or industry-wide disruption in the supply chain.

1.13. **Funds** means money in fiat currency (such as euros or other legal tender) held for or on behalf of the Client in connection with the provision of Crypto-Asset Services, including the exchange of crypto-assets for funds, in accordance with MiCA. For clarity, the term “Funds” does not include Crypto-Assets, which are defined and held separately within the Client’s Custody Wallet.

1.14. **GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council.

1.15. **Integrated parties** means any third party that has integration to the CCEU Web application as crypto exchange partners, processors, gateways, etc.

1.16. **Politically Exposed Person (“PEP”)** means an individual who is or has been entrusted with a prominent function

1.17. **Prohibited Persons** has the meaning given in clause 4.6.

1.18. **Rules** means all by laws, rules, programs, and regulations, as they exist from time to time of the financial institution

1.19. **Sanctioned Person** means any person or entity that is the target of Sanctions or owned or controlled, directly or indirectly, by such a target.

1.20. **Web application** means the application offered to Clients by the Company via which they receive the Services and information about the Company, as and when this becomes available.

1.21. **Website** mean https://complycrypto.eu through which, among other things, Client may find information about the Services and activities of the Company.

1.22. **Sanctions** means any economic or financial sanctions, embargoes or restrictive measures imposed by the European Union (or any Member State), the United Kingdom or the United States of America.

1.23. Any other definitions used and not defined herewith should be understood as described in the Terms.

2. CONTRACTUAL RELATIONSHIP

2.1. These General Terms and Conditions and its Appendices (the “**Agreement**”) constitute a legally binding document which will govern the basis on which the Company will provide the services hereunder. By signing (including by clicking on the Website or the Web application) you confirm that you have read, understood and agree to be bound with this Agreement and each of the documents we refer to in herein for the operation of an Account with us and for providing the Services.

2.2. The Client shall be provided with a copy of the documents making up the Agreement, in a Durable Medium, in good time before entering into the Agreement. The Company, at any time during the contractual relationship, shall provide the Client, on request, the Agreement, on paper or on another Durable Medium.

2.3. You have the right to ask for hand signed copy of this Agreement.

2.4. A legally binding agreement between us shall enter into force as from the date on which the Company provides the Client with express confirmation in writing thereof (including by electronic Communications) of approval as its client or that an Account has been opened for the Client.

3. ELIGIBILITY AND APPLICATION FORM

3.1. You can apply to open an Account with us and receive our Services provided that:

3.1.1. You are located in the EU.
3.1.2. You are a Sole Proprietor, you are at least 18 years of age.
3.1.3. You are applying on behalf of a Corporate Customer, you shall confirm and provide us with any and all relevant information and documentation, including corporate authorisations, we may ask to be provided, evidencing that entry into this Agreement, the provision of the Services described hereunder is permitted under your relevant constitutional/corporate documents and you have authority to bind any legal entity on whose behalf you use and/or access our Services and that legal entity accepts this Agreement.
3.1.4. You represent and warrant that your opening of an Account does not violate any laws or regulations applicable to you.
3.1.5. Our "Know-Your-Customer" (KYC) or other similar checks have been dully completed to our satisfaction.
3.1.6. You are not a Prohibited or Unsuitable Person or a Sanctioned Person.

3.2. Before the Company can open or maintain an Account for the Client, the Client must provide all information, documents, and evidence that the Company reasonably requests (and this may include an Application Form and/or electronic identification and evidence depending on the CCEU onboarding procedure from time to time) and in order to comply with its legal and regulatory obligations (KYC). This may include information regarding the Client itself, its directors, officers, shareholders, ultimate beneficial owners, and any other connected parties, proof of identity, corporate registration details, ownership information, business activity descriptions, or evidence relating to specific Transactions and source of funds. The Company will not open an Account until all requested information has been received to its satisfaction and all required checks have been successfully completed.

3.3. The Application Form may take a different form and is submitted through the Company's Website or in the Web application it operates from time to time or via email or physical delivery or through a third-party introducer (hereinafter – "**Application Form**").

3.4. By submitting the required information and the Application Form (as may be required) and signing this Agreement, you warrant and represent on an ongoing basis that all the information provided is complete, accurate and correct. You must notify us immediately if any changes to this information.

Ongoing Information Requests

3.5. In addition to requesting KYC information during the onboarding process described above, the Client agrees that, at any time during the term of this Agreement, the Company may request updated information or additional documents in order to keep its records current and to comply with KYC, anti-money laundering, counter-terrorist financing, sanctions, or other regulatory requirements. The Client must provide the requested materials within the timeframe specified by the Company.

3.6. If the Client changes the nature of its business or industry, or if new laws or regulations (or interpretations of them) require additional checks, the Client must promptly provide any further information or documents reasonably required by the Company or, where relevant, by the applicable laws.

Notification for Changes

3.7. The Client shall promptly notify the Company, and provide supporting evidence, of any changes to the information originally supplied. Without limitation, this includes:

3.7.1. for Clients who are physical persons – changes to full name, nationality, or residential address or if the Client becomes a Politically Exposed Person;

3.7.2. for corporate Clients – changes in legal status, place of incorporation, registered office, directors, or shareholding structure; nature of business or industry, and

3.7.3. any other change affecting the information provided in the Application Form.

Suspension and Termination

3.8. If the Client fails to provide information requested under this paragraph, provides inaccurate or incomplete information, or if the Company is not satisfied with the results of its checks, the Company may suspend access to the Services, restrict the Client's use of certain Services, or terminate this Agreement with immediate effect. The Company shall not be liable for any loss, delay, or damage suffered by the Client as a result of such suspension or termination.

4. RIGHTS AND OBLIGATIONS

4.1. The Client shall use the Custody Wallet and associated accounts provided by CCEU solely for the purpose of exchanging fiat currency and/or supported crypto-assets through Integrated Parties, including authorized exchange partners, processors, and gateways. All such transactions shall be subject to these Terms, applicable MiCA provisions, and the operational policies of CCEU and its Integrated Parties.

4.2. The Client will provide the CCEU with documents showing his organizational structure, ultimate beneficial owner, and all the relevant KYC information requested by the CCEU from time to time.

4.3. CCEU may, at any time, in its sole discretion, change the risk level of Clients.

4.4. The Client is responsible for any advice from acts of and omissions of Client's employees, consultants, advisors, contractors, agents, officers, and directors. Client is responsible for the use, unauthorized use, or misuse of Client's equipment or software.

4.5. In relation to the Client, CCEU shall be entitled to offset any of its receivables from the Client against any of the Client's receivables from CCEU of the same type at any time without prior notice, regardless of whether they are due, statute-barred, contingent or noncontingent, regardless of the legal relationship they arise from and the time when they arise, as well as the receivables of CCEU that cannot be claimed before a court. In order to offset the receivables specified in the previous paragraph, CCEU shall also be entitled to use the funds collected on the Client's accounts regardless of whether the receivables arise in connection with the maintenance of the account or otherwise. CCEU shall also be entitled to offset receivables denominated in various currencies, even if these currencies are not freely convertible, at the exchange rate set by CCEU for the date when the receivables are to be offset.

4.6. The Client warrants and represents that neither it nor any of its principals, associates, directors or officers has/have been convicted of or pleaded guilty or nolo contendere to an offense involving fraud, corruption, or moral turpitude, has/have been identified as or affiliated with a person designated as a terrorist or associated with terrorism, bribery or money laundering pursuant to any law or regulation promulgated thereunder (a **"Prohibited Person"**); or has/have never been identified by any gambling authority as unsuitable to be associated with gaming, denied a gaming license in any jurisdiction or been subject to a suspension or revocation of a gambling license in any jurisdiction (an **"Unsuitable Person"**).

4.7. Each Party agrees that during the term of this Agreement, it shall comply with all applicable anticorruption, anti-money laundering, and bribery rules, laws and regulations, including those governing the providing of incentives, inducements, kickbacks, gratuities or bribes and shall not do any business with a Prohibited Person.

4.8. Each Party shall be entitled to terminate this Agreement: Upon written notice to the other Party in case of a material breach of this Agreement by the other Party and the breach is not remedied within thirty (30) days from written notice thereof; Immediately upon written notice to the other Party and without liability if:

4.8.1. the other Party should become bankrupt or insolvent, have a receiver, trustee, administrator or liquidator appointed to it, a petition for an administrative order is presented against it or other actions are taken against it indicating an inability to fully trade or a compound with its.

4.8.2. the other Party or any of its principals or associates becomes a Prohibited Person;

4.8.3. the other Party is in breach of clause 4.8.

4.9. CCEU is entitled to refuse to execute any transaction done by the Client, if the Client refuses to provide documents related to the transaction.

4.10. The Company may suspend, restrict or refuse to execute a Transaction where required to comply with applicable law, regulatory obligations, sanctions requirements, anti-money laundering obligations, fraud prevention measures or where reasonably necessary to protect the security or integrity of the Services. Where lawful, the Company shall notify the Client promptly of the reason for such suspension and any steps necessary to remedy the situation. For example, we may suspend or terminate your access to or use of the Service for:

4.10.1. the actual or suspected violation of these Terms;

4.10.2. the actual or suspected violation any applicable laws or regulations;

4.10.3. the use of the Service(s) in a manner that may cause CCEU to have legal liability or disrupt others use of the Service(s), (each, a "**Violation**"):

4.10.4. scheduled downtime and recurring downtime, or unplanned technical problems and outages takes place;

4.10.5. we are required to do so by a regulatory authority or court order or by our partner bank;

4.10.6. the account is, or is related to any account that is, subject to any pending litigation, investigation, or governmental proceeding;

4.10.7. we believe someone is attempting to gain unauthorized access to the account or we suspect the CCEU Services are being used in a fraudulent or unauthorized manner;

4.10.8. the account has not been accessed in three months or more;

4.10.9. In case that we believe that there were UBO or structural changes in the management or shareholders not notified to us.

4.11. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your Account, may be based on confidential criteria that are essential for the purposes of our risk management and security protocols. You agree that we are under no obligation to disclose the details of its risk management and security procedures to you.

4.12. Client will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny the Client access to the Service(s) (or any part thereof).

4.13. You agree that if we determine, in our sole discretion, that you have committed a Violation, we have the right to debit from your Account any damages suffered by us as a result of the Violation.

4.14. You agree to be obligated to respond to any requests in writing that you receive from us in relation to investigating your account or transactions or any other information request initiated pursuant to these Terms and Conditions within the time frame defined in the request.

4.15. If we refused to complete your transaction or suspended your Account, we will lift the suspension or complete the transaction as soon as reasonably possible once the reasons for refusal or suspension cease to exist. However, we are not obligated to allow you to reinstate a transaction at the same price or on the same terms as the suspended, reversed or cancelled transaction.

4.16. If we suspend or close your Account or terminate your use of Services for any reason, we reserve the right to require you to re-complete account verification before permitting you to transfer or withdraw your assets.

4.17. We may terminate the business relationship with the Client by unilateral refusal to perform the Agreement in cases including, but not limited to:

4.17.1. in the process of studying transactions there appears a suspicion that the business relationship is used by the Client for the purpose of legalizing (laundering) criminal proceeds or financing of terrorism;

4.17.2. sanctions have been imposed on the Client and/or its affiliates, in accordance with the jurisdiction of any country (for example, by the OFAC, US) or an international organization (including but not limited to the FATF and the UN);

4.17.3. we have grounds to believe that the transactions of the Client fall under the effect of international economic sanctions or are aimed at evading international economic sanctions;

4.17.4. on other grounds stipulated by the CCEU internal regulatory documents and procedures aimed at anti-money laundering and combating the financing of terrorism;

4.17.5. for other grounds stipulated by the Law of the Republic of Cyprus on the prevention and suppression of money laundering and terrorist financing laws of 2007 as amended ("**AML/CFT LAW**)".

4.18. In any case, CCEU shall not be responsible for any loss or damages incurred by CCEU refusal to accept or execute any transaction or wire.

4.19. Title to any Crypto-Asset held in your Custody Wallet shall at all times remain with you. As the legal owner, you retain full control over the Crypto-Assets and bear all associated risks, including but not limited to market volatility, loss of value, and liquidity constraints.

4.20. CCEU is under no obligation and bears no responsibility to issue any replacement Crypto-Asset in the event that any Crypto-Asset, password or private key is lost, stolen, malfunctioning, destroyed, or otherwise inaccessible.

4.21. The client confirms that any deposit or withdrawal involving their wallet originated from or has been transferred to a wallet under their ownership, or that they will provide necessary supporting documents if a third party is involved. The Client accepts full responsibility for the accuracy of these declarations.

4.22. The Client acknowledges and accepts full responsibility for any incorrect information provided in their declarations. The Client agrees to bear any consequences or liabilities arising from the provision of inaccurate or misleading information.

5. FEES

5.1. The applicable Fees shall be provided to Clients prior to Account opening and will be available on the Web application and/or the website.

5.2. We deduct any conversion charges and fees for loading funds onto your Account from the amount you want to load. This means the amount we load may be less than the amount you transfer to us.

5.3. Regardless of the type of instruction, you acknowledge that if we or the PSP of your recipient or payer have to use third party PSPs, those PSPs may also deduct their own charges from the amount of the Transaction.

6. LIMITATION OF LIABILITY

6.1. Neither the CCEU nor any of its officers, directors, managers, principals, shareholders, partners, members, employees, agents, representatives and affiliates (each a **"Related Party"** and, collectively, the **"Related Parties"**) shall be liable to the Client or any of its affiliates for any loss or damage arising directly or indirectly (including special, incidental or consequential loss or damage) from the Client's use of the Website and/or Web application including any loss, damage or expense arising from, but not limited to, any defect, error, fault, mistake or inaccuracy with the Website, its contents or the CCEU'S Web application, or due to any unavailability of the Website or any part thereof or any contents or the Web application unless such loss, liability, damage or expense shall be proven to result directly from the wilful misconduct of such person. These exclusions for direct, indirect, special, incidental, consequential or exemplary damages include, without limitation, damages for lost profits, lost data, loss of goodwill, work stoppage, computer failure or malfunction, or any other commercial damages or losses.

6.2. In no event will the CCEU or any of its Related Parties be liable to the Client for special, indirect, punitive, or consequential damages, including, without limitation, loss of profits or lost business, even if CCEU has been advised of the possibility of such damages. Under no circumstances will the liability of CCEU and Related Parties exceed, in the aggregate, the fees paid to providers, referred to in clause 6.3., hereunder.

6.3. If the contractual conditions are violated by one of the Parties, the aggrieved Party shall be entitled to compensation for damage based on the applicable law, unless the other party proves that the obligations have been violated in circumstances excluding liability, legal facts referring to extraordinary, unpredictable and independent event that has caused damage (unless the Agreement stipulates expressly otherwise). Circumstances excluding liability on CCEU's side comprise the following events: civil unrest in various forms, fire, flood, terrorist attack, or hacker attack; power supply outage (full or partial); interruption, outage or disruption in computer system operation (hardware or software) or in communication services (including an unexpected EMC outage) on the side of the Client by a provider of the Client; any technical breakdown on the side of the Client/Authorised Person in communication with CCEU ; any other extraordinary event, catastrophe, or extraordinary restrictions or instructions making it impossible to obtain the necessary permits in time, which directly or indirectly relate to the individual performances under the Agreement; or any other obstacle occurring independently of CCEU's will and preventing CCEU from discharging its obligations. The Client shall indemnify and keep CCEU indemnified against all damages, costs, expenses, taxes, liabilities or losses of any nature suffered by CCEU through the Client's failure to observe any terms in respect of any instruction agreed with CCEU.

6.4. Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury arising from its negligence.

7. WEB APPLICATION

7.1. Considering that the Client's e-mail address and / or phone number provided to CCEU are used for communication with the Client, accessing of the Custody Wallet of the Client, as well as for the authorization and confirmation purposes, login details to these instruments, including their passwords, shall be protected by the Client.

7.2. The Client is responsible for the login details to Client's e-mail address and phone and must keep them safe, secure, private and confidential at all times and not disclose them to any third parties including friends and family members.

7.3. CCEU recommends memorizing passwords to these instruments and not recording them on any carrier where they can be watched by third parties, the Client's contact information and designated authorities as mentioned in application. The Client is solely responsible for maintaining the security of its keys and/or passwords.

7.4. Client acknowledges and agrees that in case the Web application Services hereunder has any error or delay or has been temporarily suspended, arising from service connection system or computer system or any relevant system or virus attack or electronic equipment problems and / or force majeure or any causes beyond the CCEU control, the Applicant/Client shall not definitely raise such error to claim any damages against CCEU and shall notify CCEU immediately of such error. However, CCEU will use its best efforts to solve the issue hastily, and the Applicant/Client agrees to fully assist and cooperate with CCEU to solve such issues.

7.5. Each crypto-asset activity, including exchange, transfer, or custody-related activity, shall be executed by CCEU only upon receiving a valid instruction from the Client through the Web application or other approved communication channels. Such instructions must comply with these Terms, applicable MiCA provisions, and any internal procedures related to transaction authentication, client verification (KYC), and anti-money laundering (AML) obligations.

8. CLIENT'S REPRESENTATIONS AND WARRANTIES

Upon signing the Agreement, and each time Client submits a crypto-asset service instruction Client represents and warrants and agrees and acknowledges that:

8.1. Client has abided by this Agreement and all applicable law with regard to the crypto-asset service instruction.

8.2. Each statement made herewith was true as of the date Client signed this Agreement.

8.3. The Client is obliged to provide updated organizational structure, ultimate beneficial owner, and other relevant KYC information to CCEU as soon as these documents become effective or upon CCEU request in 24 hours.

8.4. CCEU reserves the right to cancel business relations with the Client if the business nature, organizational structure or any other documents of the Client were significantly changed or if such changes make the continuation of the business relationship impossible for CCEU.

8.5. There have been no materially adverse changes in the information provided herewith or in Client's financial condition or management.

8.6. The person who executes the Application on behalf of the Client has the full power and authority to execute the Application and to enter into this Agreement.

8.7. Client will pay all and any fees as stated by CCEU or by integrated parties, including exchange fees and rates. Client will hereby waive any claim in these matters against CCEU and, the Client will perform the action only after understanding and requesting all data and fees and cost for the action, including conversion rates, etc.

8.8. The Client will undertake to establish and maintain effective systems and controls to ensure that, on an ongoing basis, it is properly informed as to, and takes reasonable measures to comply with relevant resolutions or sanctions issued by the United Nations Security Council or by the applied Law and regulations under the Republic of Cyprus.

8.9. In addition, the Client must confirm that neither the Client nor any of its affiliates or any of its relevant directors, officers, employees, agents or representatives directly or indirectly owned or controlled by an individual or legal entity, is subject to any sanctions currently imposed by government (or any authority) of Canada, USA, EU (or any of its member countries), the United Nations Security Council or any other relevant authorities.

8.10. If, at any time, when the Client or its affiliates, or any of their respective directors, officers, employees, agents or representatives, or other persons or companies owned or managed by the Client is imposed sanctions, the Client shall immediately inform the CCEU. CCEU shall have the right to terminate the Agreement immediately without further liabilities.

8.11. Any violation of provisions of points 8.8-8.9 shall entitle the CCEU to terminate this Agreement immediately without further liabilities.

8.12. CCEU is not responsible for the operation, maintenance, or development of the underlying blockchain or distributed-ledger protocols of any Crypto-Asset supported by the Platform. The Company cannot guarantee the continued functionality, security, or availability of such protocols.

8.13. You acknowledge and accept that changes to the underlying software protocols, such as forks, network upgrades, or consensus changes, may materially affect the value, availability, or functionality of a Crypto-Asset. CCEU shall determine, acting reasonably and in accordance with its internal governance procedures, the appropriate response to any such protocol change, including whether to support or discontinue support for affected Crypto-Assets.

8.14. The Company shall not be liable for any loss in value resulting solely from such external protocol changes, provided that the Company has acted with due care, security, and diligence in safeguarding the Client's assets in accordance with MiCA and applicable law. In cases where a protocol or asset becomes unsupported, the

Company will notify affected Clients as soon as practicable and provide information regarding withdrawal or transfer options.

8.15. You acknowledge and understand that the value of Crypto-Assets is highly volatile and that the market for such assets may be illiquid or unstable at times. You are solely responsible for assessing the nature, potential value, and suitability of Crypto-Assets and related services, taking into account your personal circumstances and financial capacity.

8.16. You should carefully consider whether the acquisition, holding, or exchange of Crypto-Assets is appropriate for you. The value of your holdings may decrease significantly or become worthless. In certain market conditions, it may be difficult or impossible to convert or transfer Crypto-Assets.

8.17. CCEU provides no financial, or legal, or tax advice, and does not guarantee the future performance, value, or liquidity of any Crypto-Asset.

9. RISK DISCLOSURE

9.1. You acknowledge and agree that you shall access and use the Services at your own risk. The risk of loss when holding and exchanging Crypto-Assets can be significant. Therefore, you should carefully consider whether such services are right for you, given your circumstances and financial resources. CCEU is committed to providing transparent and comprehensive information to its Customers regarding the risks associated with the use of its services and the trading or holding of crypto-assets. Customers are advised to carefully read and understand the following risk disclosures before engaging in any transactions or activities on the Exchange. These risks are inherent to the nature of crypto-assets and the operational environment of crypto-asset service providers.

9.2. You should be aware of the following points:

9.2.1 The Client acknowledges and accepts that the value of Crypto-Assets held in their Custody Wallet may be subject to extreme volatility, technological risks, and market disruptions. As a result, the Client may sustain a total loss of the value of the Crypto-Assets held in their Account.

9.2.2 Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market reaches a daily price fluctuation limit or there is insufficient liquidity in the market or in case the bank refuses to accept Fiat that was converted from Crypto or was sent by Crypto exchange.

9.2.3 The value of Crypto-Assets may be derived from the continued willingness of market participants to exchange Crypto-Assets for Crypto-Assets, which may result in a permanent and/or complete loss of value for specific Crypto-Assets in the event that the market for those Crypto-Assets disappears.

9.2.4 That there are risks associated with utilizing an Internet-based system including, but not limited to, the failure of hardware, software, and Internet connections.

9.2.5 That CCEU shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when trading via the Services, however caused.

9.2.6 The volatility and unpredictability of the price of the Crypto-Asset in relation to the Fiat Currency may lead to partial and/or complete losses within a short period of time.

9.2.7 The nature of the Crypto-Assets may lead to an increased risk of financial crime or cyber attacks, and may also mean that technological difficulties may arise that will limit access, including to the complete loss of access to or use of your Crypto-Assets.

9.2.8 Recovery of lost and/or stolen Crypto-Assets may be limited, and in some cases impossible at all.

9.2.9 Transactions with Crypto-Assets may be irreversible and, accordingly, losses due to fraudulent and / or accidental transactions are not recoverable.

9.2.10 The price and liquidity of Crypto-Assets has been subject to large fluctuations in the past and may be subject to large fluctuations in the future.

9.2.11 Crypto-assets are subject to significant price volatility due to factors such as market demand, regulatory developments, technological advancements, and macroeconomic trends.

9.2.12 The value of crypto-assets may fluctuate dramatically within short periods, leading to potential losses for Customers.

9.2.13 Past performance of a crypto-asset is not indicative of future results, and Customers should be aware that they may lose the entire value of their investment.

9.2.14 CCEU employs robust systems and procedures to ensure the continuity of its services. However, operational failures, including system outages, cyber-attacks, or technical disruptions, may occur.

9.2.15 Such failures could result in delays in executing transactions, temporary inaccessibility of accounts, or loss of data.

9.2.16 While CCEU has implemented business continuity and disaster recovery plans, Customers should be aware that these measures may not fully mitigate all operational risks.

9.2.17 CCEU may rely on third-party payment operators and wallet providers to facilitate certain transactions or services.

9.2.18 These third parties may experience operational failures, security breaches, or insolvency, which could impact the availability or security of Customer funds or crypto-assets.

9.2.19 CCEU conducts due diligence on third-party providers but cannot guarantee their performance or reliability.

9.2.20 The regulatory environment for crypto-assets is evolving rapidly. Changes in laws, regulations, or enforcement actions may impact the availability, legality, or value of certain crypto-assets or services.

9.2.21 CCEU complies with all applicable laws and regulations but cannot predict or control future regulatory developments.

9.2.22 Customers are responsible for understanding and complying with the legal and regulatory requirements applicable to their use of crypto-assets in their jurisdiction.

9.2.23 Crypto-assets rely on distributed ledger technology (DLT), which may be subject to vulnerabilities such as coding errors, network attacks, or consensus failures.

9.2.24 The use of smart contracts, permissionless blockchains, or other technological innovations may introduce additional risks that are outside the control of CCEU .

9.2.25 Customers should be aware of the potential for loss of funds due to technological failures or unforeseen issues with the underlying blockchain networks.
9.2.26 Certain consensus mechanisms, such as proof-of-work, may have significant environmental impacts due to high energy consumption.
9.2.27 Customers should consider the environmental implications of their transactions and the sustainability of the crypto-assets they choose to engage with.
9.2.28 CCEU implements robust security measures, including encryption, two-factor authentication, and regular audits, to protect Customer accounts and transactions.
9.2.29 Customers are responsible for safeguarding their account credentials, private keys, and other sensitive information.
9.2.30 Customers should conduct their own due diligence and seek professional advice before engaging in crypto-asset transactions.
9.2.31 The risks outlined above are not exhaustive and may evolve over time. CCEU will update this disclosure as necessary to reflect changes in the regulatory environment, market conditions, or technological developments.
9.2.32 By using CCEU'S services, Customers acknowledge and accept these risks and agree that CCEU shall not be held liable for any losses arising from the risks described herein.
9.2.33 All the points noted above apply to all Crypto-Assets. This brief statement cannot, of course, disclose all the risks and other aspects associated with these trades.

9.3. Risk acknowledgement

9.3.1 By using the Website and/or Web application of CCEU and by entering into this Terms of Services, the Client fully understand and was made aware of the inherent and potential risks associated with a Services in any products or services provided by CCEU , including, but not limited to the risk of a complete loss of value of Crypto-Assets.
9.3.2 You acknowledge the potential risks involved foreseen or otherwise, AND HEREBY UNEQUIVOCALLY AND IRREVOCABLY RELEASE, DISCHARGE, WAIVE AND COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS CCEU AND ITS OFFICERS, EMPLOYEES, THEIR RESPECTIVE SUCCESSORS, ASSOCIATES or any of its relevant directors, officers, agents or representatives directly or indirectly owned or controlled by an individual or legal entity related to CCEU and assigns of all of the foregoing from any and all claims, liabilities, legal action for damages, losses, costs directly or indirectly arising out of or otherwise relating in any respect whatsoever to activities, services or products provided by the CCEU.

10. PROHIBITED USE

10.1. By registering you as a Client in our Web application, you warrant that you will not use, any Services and/or the Web application to do any of the following businesses, activities, practices, or items:

10.1.1 Illegal activity that would violate or contribute to the violation of any law, statute, regulation, ordinance or sanctions program or that would involve the proceeds of any illegal activity, also post, distribute or disseminate any illegal material or information.

10.1.2 Abuse of actions that place an unreasonable or disproportionately large load on our infrastructure or damage, intercept or expropriate any system, data or information; also transmit or upload to the Site any material that contains viruses, Trojan horses, worms or any other malicious or harmful software; attempt to gain unauthorized access to the Website/Web application.

10.1.3 Fraudulent activities that are intended to deceive CCEU, CCEU users or any other person; also provide any false, inaccurate or misleading information.

10.1.4 Any activities related to Gambling games such as lotteries, auctions, sports betting or betting, fantasy sports leagues with cash prizes, internet games, contests, lotteries and gambling.

10.1.5 Any activities related to drugs and drug paraphernalia, including the sale of drugs, controlled substances, and any equipment designed to manufacture or use drugs, and pharmaceuticals and other products.

10.1.6 Adult Content and Services: pornography and other obscene material (including literature, images and other media); sites that offer any service of a sexual nature, such as prostitution, escorts, pay-per-view, adult chat features and others.

11. CONFLICTS OF INTEREST

11.1. CCEU will always endeavour to act in your best interests as our Client. However, circumstances can arise where CCEU or one of our other Clients may have some form of interest in business being transacted for you. If this happens or CCEU becomes aware that our interests or those of one of our other Clients appear to conflict with your interests, CCEU will take appropriate steps to manage the conflict of interests fairly wherever possible. So long as CCEU use reasonable commercial endeavours to manage potential conflicts, CCEU will have no liability to you for any conflicts of interest that may arise as a result of our Services, including but not limited to processing transactions for and on behalf of other Clients.

12. CRYPTO-ASSET TERMS OF SALE

12.1. Prices and Availability. All prices reflect the exchange rates applicable to the purchase or sale of Crypto-Assets using the Legal Tender or alternative form of Crypto-Assets identified in your purchase order. All Crypto-Asset sales and purchases are subject to availability, and we reserve the right to discontinue the sale and purchase of Crypto-Assets without notice.

12.2. Errors. In the event of an error, whether via our Services, in a purchase order confirmation, in processing your purchase, or otherwise, we reserve the right to correct such error and revise your purchase transaction accordingly (including charging the correct price) or to cancel the purchase and refund any amount received. Your sole remedy in the event of an error is to cancel your purchase order and obtain a refund of any amount charged.

12.3. All sales and purchases of Crypto-Assets by CCEU via the Services are final. We do not accept any returns or provide refunds for your purchase of Crypto-Assets from CCEU, except as otherwise provided in these Terms.

13. CRYPTO-ASSET TRANSFER SERVICES

13.1. **Execution of Transfers and Orders**

13.1.1. Transfer instructions must be submitted via the Platform or any other means offered by the CCEU from time to time.

13.1.2. Execution times may vary due to blockchain congestion, network latency, or compliance verification procedures.

13.1.3. Where the Client submits an Order for the purchase, sale or exchange of Crypto-Assets, the Company shall execute the Order in accordance with its Execution Policy and applicable law.

13.1.4. An Order shall only be deemed received once it has been accepted by the Company's systems or otherwise confirmed by the Company.

13.1.5. The Company may refuse, reject or delay the execution of an Order where:

a) the Client has insufficient Crypto-Assets or Funds;
b) execution would breach applicable law or regulatory requirements;
c) execution would breach sanctions or AML/CFT obligations;
d) the Order contains incomplete or incorrect information;
e) market conditions, liquidity or technical issues prevent execution.

13.1.6. The Company may execute Orders through one or more third-party liquidity providers or execution venues.

13.1.7. Unless otherwise agreed, Orders are irrevocable once accepted for execution.

13.1.8. The Company shall notify the Client of the execution of an Order through the Platform or another agreed communication method.

13.2. **Reception and Transmission of Orders**

13.2.1. Where the Company receives an Order for transmission to a third-party execution venue or liquidity provider, the Company shall transmit that Order as soon as reasonably practicable.

13.2.2. Transmission of an Order does not guarantee its execution.

13.2.3. The Company may refuse to transmit an Order where it reasonably believes that:

a) the Order would breach applicable law;

b) the Order may facilitate financial crime;

c) the information provided by the Client is inaccurate or incomplete; or

d) execution is not reasonably possible.

13.2.4. The Company shall not be responsible for delays caused by blockchain networks, third-party execution venues or liquidity providers.

13.3. **Rejection, Suspension, and Return of Transfers**

13.3.1. The Company reserves the right to reject or suspend in the following circumstances: (a) Non-compliance with AML/CFT obligations; (b) Invalid or blacklisted recipient address; (c) Insufficient Account balance; (d) Technical or regulatory impediments.

13.3.2. In the event of rejection or suspension, the Client shall be notified promptly, including the reason and any applicable remedies.

13.4. **Information Disclosure**

13.4.1. For each executed transfer, the Client shall receive confirmation including: (a) Transaction identifier; (b) Transferred amount and crypto-asset type; (c) Recipient address; (d) Timestamp of execution; (e) Applicable fees.

14. CONFIDENTIALITY

14.1. Each Party agrees to maintain the confidentiality of any Confidential Information of the other Party to the same extent that it protects its own Confidential Information and to use such Confidential Information only as permitted under this Agreement.

14.2. Each Party agrees to take all reasonable precautions to prevent any unauthorized disclosure or use of the Confidential Information of the other and shall only disclose such Confidential Information to its employees, consultants, agents or contractors with a need to know and who are parties to agreements containing confidentiality undertakings substantially the same as the terms contained in this Clause.

14.3. This Agreement shall not apply so as to prevent disclosure of Confidential Information by the receiving party to the extent that such disclosure is required to be made under Applicable Laws or Regulations or by a court order.

14.4. The confidentiality obligations shall not apply to information that:
14.1.1. is or becomes public knowledge through no action or fault of the other party;
14.1.2. is known to either party without restriction, prior to receipt from the other party under this Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party; (iii) either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; or
14.1.3. information independently developed by either party's employees or agents provided that either party can show that those same employees or agents had no access to the Confidential Information received hereunder.

15. PERSONAL DATA AND RECORDS RETENTION

15.1. The Company shall ensure that it complies at all times during the term of this Agreement with Data Protection Laws.

15.2. The Company shall process personal data according to its Privacy Policy.

15.3. The Client acknowledges that the Company is required under Applicable Law to retain information and documents relating to the Client and its Transactions for at least five (5) years following closure of the Account, or such longer period as the law may require.

16. AMENDMENTS

16.1. Comply Crypto Depository EU Limited reserves the right to amend, update or modify these Terms and Conditions from time to time to reflect changes in applicable laws, regulatory requirements, business practices, services or other relevant circumstances. Where changes are made, Comply Crypto Depository EU Limited will notify clients of the updated Terms and Conditions by email using the contact details provided by the client. The updated version of the Terms and Conditions will become effective from the date specified in the notification. By continuing to use the services after the effective date of the updated Terms and Conditions, the client will be deemed to have accepted and agreed to be bound by the revised Terms and Conditions.

16.2. The Company will be entitled to modify the terms of the Agreement, in the following way:

16.2.1. provided that the Client is given notice of the change in writing at least two months in advance (Change Notice); however, the Client acknowledges that a change which is made to reflect a change of Applicable Laws and Regulations, or a request of a supervisory body may, if necessary, take effect immediately;

16.2.2. if no objection notice is received by the Company within the stipulated time frame of the Change Notice, the Client is deemed to have accepted the change;

16.2.3. the Client has the right to terminate this Agreement with immediate effect at any time before the change becomes effective;

16.2.4. unless the parties agree otherwise, a Client's Objection Notice shall be deemed to constitute a notice to terminate this Agreement effective on the date immediately before the date on which the proposed change would otherwise come into effect; and

16.2.5. unless the Client gives written notice to the Company that it objects to the proposed changes, the changes shall come into effect on the date of the Change Notice.

16.3. Where the Company finds that any term in the Agreement is inconsistent with Applicable Laws and Regulations, it will not rely on that term but treat it as if it did reflect the relevant Applicable Laws Regulations and shall update the Agreement to reflect the Applicable Laws and Regulations.

17. INTELLECTUAL PROPERTY

17.1. The property rights, including intellectual property rights, in the Web application and other materials related to the Services are owned by the Company and its licensors. The Agreement does not transfer any property rights with respect thereto to Client, but rather provides Client with a limited, non-exclusive and non-transferable license to use the Web App and all other materials made available by the Company to Client solely for the purpose of using the Services in accordance with the Agreement, these Terms and Conditions and the applicable usage instructions communicated to Client from time to time. The intellectual property rights of Client with respect to any materials, including data and documents, that Client shares with the Company will remain with Client and its licensors.

18. ELECTRONIC COMMUNICATIONS

18.1. By submitting an application or opening an account to use the Services, you agree and your consent to (a) receive Communications electronically; and (b) the use of electronic signatures. If you withdraw your consent, you may be unable to use the Services.

18.2. Examples of Communications which you will receive electronically include:
a) Any disclosure statement governing your use of the Services;
b) Any disclosure required by Law;
c) Billing statements, receipts and account history reports;
d) Letters, notices and alerts regarding the Services and any changes to the Services; and
e) Other disclosures, notices and communications in connection with (i) your application for the Services; (ii) your Account; (iii) account maintenance; or (iv) servicing and collection of funds.

18.3. Unless the Law requires otherwise, the Company may provide electronic Communications to you by:
a) posting them on its Website;
b) notifying you through the or any application we will provide;
c) sending a text message to the mobile phone number listed in the applicable Account;
d) sending an email to the email address listed in the applicable Account;
e) in the Customer Area.

18.4. In order to access, view, sign and retain electronic Communications that the Company provides to you, you must have:

a) An up-to-date device (e.g., computer, tablet, or mobile phone) which has internet access;
b) A current, compatible web browser, including the current or immediately preceding version of Chrome, Internet Explorer, Firefox, Safari and Edge;
c) A valid email account;
d) An operating system on your device capable of receiving, accessing and displaying Communications in electronic form via text-formatted email or gaining access to the Company Website using a supported browser, including any necessary System (e.g., Adobe to read PDF documents); and
e) If you wish to store or print any Communications, a device capable of storing and printing Communications.

19. ACCESSIBILITY

19.1. If you are having problems viewing or accessing any Communications, please contact us.

20. PAPER COPIES

20.1. You can request paper copies of electronic Communications from us by contacting us. In your request, please specify the Communication you would like to receive in paper form, and your current mailing address.

21. NOTICES AND COMMUNICATIONS

21.1. Notices to us. Unless this Agreement states otherwise, for notices to the Company, you must contact us. A notice you send to the Company is deemed to be received when the Company receives it.

21.2. Communications to you. In addition to sending you a Communication electronically, we may send you Communications by physical mail or delivery service to the postal address listed in the applicable Account. A Communication we send to you is deemed received by you on the earliest of (i) when posted to our Website or the Web application; (ii) when sent by text message or email; and (iii) three business days after being sent by physical mail or when delivered, if sent by delivery service.

22. LANGUAGE

22.1. This Agreement and all information and document the Company provides or make available to the Client will be in English. Communication between the Parties will be in the English language unless the Client agrees with the Company in writing that the communication between the Parties will be in another language.

22.2. If the Agreement is translated into another language, it is for reference purposes only. The English language version shall always prevail, in case of inconsistencies.

23. Governing Law, Jurisdiction and Settlement of Disputes

23.1. The Agreement and these Terms and Conditions and any dispute or controversy arising out of or in relation to this Client Agreement are solely governed by Cyprus Law.

23.2. The Parties agree to take all steps necessary to reach an amicable agreement to any dispute or claim arising in relation to the validity, interpretation or fulfillment of the Agreement. If a dispute cannot be settled amicably within thirty (30) days from the date on which either party has provided written notice of the dispute, then the parties will be bound by the dispute resolution procedure set out in the remainder of this Clause.

23.3. All disputes arising out of or in connection with the Client, including its validity, interpretation, enforceability, or fulfillment, will be finally settled in a court of the Republic of Cyprus.

23.4. Notwithstanding the foregoing, this Clause is without prejudice to a Party's right to seek interim relief, including provisional or injunctive relief, through the competent courts to protect its rights and interests before, during, or after the arbitration.

24. Force Majeure

25. Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control and cannot be prevented with reasonable care, including but not limited to, a Force Majeure Event. However, a Force Majeure Event will not excuse a Party’s failure to pay any outstanding amounts.

26. Severability

26.1. If a provision of this Agreement is or becomes ineffective in whole or in part, the validity of the remaining provisions shall not be affected thereby. The ineffective provision shall be replaced, to the extent permitted by law, by a different effective provision which comes as close as possible to the commercial intention the Parties had or would have had if they had considered the ineffectiveness of the provision.

27. Waiver

27.1. To be effective, a waiver must be signed in writing by the waiving party. The failure of any party to enforce any provision of this Agreement will not constitute a waiver of that party's rights to subsequently enforce the provision.

28. Cumulative Rights

28.1. The rights and remedies of the parties under this Agreement are cumulative, and each party may exercise any of its rights and enforce any of its remedies under this Agreement, along with all other rights and remedies available to it under Cyprus Law.

29. Assignment

29.1. The Client may not assign or transfer this Agreement, or its interest, without the prior written consent of the Company. The Company shall be entitled to assign and/or transfer its rights under this Agreement.

29.2. The Company shall not sell or pledge any current or future settlements due from Issuing Banks, Acquirers, or Scheme Owners. Likewise, the Client may not sell, pledge, or assign any current or future settlement amounts to third parties without obtaining the Company's prior written consent.

30. Outsourcing

30.1. The Company is allowed to outsource operational functions of Services, inside or outside the Republic of Cyprus, in accordance to Applicable Laws and Regulations, without the Client's consent. Regardless of the outsource, the Company shall remain fully liable for any acts of its employees, or any agent, branch or entity to which activities are outsource.

31. Entire Agreement

31.1. This Agreement constitutes the sole, final and entire agreement between the Parties, and supersedes any prior agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. Each Party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No Party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.