

Bringin UAB Terms and Conditions

These Terms and Conditions govern your use of service provided by Bringin UAB company (Reg.Nr. 306317430) whose registered address is Vilnius, J. Savickio g. 4-7 Vilnius, Lithuania.

Bringin UAB provides services with the help of which a person exchanges a virtual currency against a fiat currency or a fiat currency against a virtual currency or a virtual currency against another virtual currency and virtual IBAN issuing for fiat currency deposits and withdrawals. (hereinafter "The Services"). The Services are provided in cooperation with Our third-party provider(s). Your use of the Services is hence additionally subject to the terms of our third-party provider(s) which you must accept before using the Services.

Virtual Asset services are provided, and Virtual IBAN issuing and transacting is made available by **Lightspark Payments Europe AS**, address: **Pärnu mnt 110, Kesklinna linnaosa, 11313 Tallinn, Estonia**, in accordance with its terms and conditions.

This User Agreement is governed by and construed in accordance with the laws of Lithuania.

By registering to the Bringin UAB platform and using The Services, you agree that you have read, understood, and accepted all the Terms and Conditions of Bringin UAB and our third-party provider(s). At any time Bringin UAB have the right to modify Terms and Conditions.

1. Definitions

2. **Account Information** refers to a password and such information which may be provided by you as part of our security and verification procedures.
3. **Business Day** refers to official working day of the week in Lithuania.
4. **Company** refers to Bringin UAB
5. **Crypto-to-crypto trading** refers to transactions in which one virtual currency is exchanged for another virtual currency.
6. **Crypto-to-fiat trading** refers to transactions in which virtual currency is exchanged for fiat.
7. **Digital Assets** refer to Virtual Currencies that exist or are stored in digital form and are digital representations of values that are not issued or guaranteed by a central bank or public authority.
8. **Digital Currencies** refer to digital or virtual currency that is secured by cryptography, refer to their derivatives or other types of digitalized assets with a certain value.
9. **Eligibility Criteria** refers to set of requirements that must be met.
10. **Fiat-to-crypto trading** refers to transactions in which fiat is exchanged for virtual currency.
11. **Services** refer to various services provided to you by Bringin with cooperation with the third-party provider(s) that are based on Internet and/or blockchain technologies and offered via Bringin websites, platform and mobile application. Bringin Services include but are not limited to such ecosystem components
12. Digit Asset Exchange Platform, Wallets and Exchange services to be provided by Bringin and third-party provider(s).
13. **Site/Platform** refers to www.bringin.app website.
14. **Users** refer to all individuals or organizations that access, download or use Bringin Services and are identified and verified by third-party provider(s)
15. **Users Accounts** refer to an account that will be created for users use on the platform and users will be provided with required Account Information to enable access to the Account.

2. User Agreement

These Terms of User Agreement (hereinafter "Agreement") along with our Company Privacy

Policy, constitutes a legally binding agreement between you and Bringin and its affiliated companies, websites, applications and tools, concerning your access to and use of the www.bringin.xyz website as well as any other media form, media channel, mobile website or mobile application related or connected thereto.

To the extent we process your data upon the instructions of **Lightspark Payments Europe AS**, we act as a data processor, but upon processing any additional personal data and/or for additional purposes, we act as a data controller.

Company makes no representation that the Sites is appropriate or available in other locations other than where it is operated by Company. The information provided on the Sites is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Company to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Sites from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

2.1. User Account

An account will be created for your use on the Site, and you will be provided with required Account Information to enable your access to the User Account. To access any Services, you must activate your User Account by following the identity verification process. Failure to complete the User Account activation identification process as per the specified process will entitle the Company to terminate the said User Account. If you register on the Site through any third-party website, for example, Gmail, the login information of such thirdparty account shall be considered part of the Account Information. You must always treat Account Information as confidential and must not disclose it to any third party. Any access to them through your User Account shall be considered as access by you or on your behalf and you shall be solely responsible for any activity carried out in, by or through your User Account on the Site.

3. Eligibility

By registering to use a Bringin User Account, you represent, consent and warrant that:

- as an individual, you are at least 18 or are of legal age to form a binding contract under applicable laws; as an individual you have full legal capacity and sufficient authorizations to enter these Terms.
- you have not been previously suspended or removed from using Bringin Services.
- you do not currently have a Bringin User Account.
- you will not use the Bringin Services if any applicable laws in the User jurisdiction prohibit the User from doing so.
- you are a non-U.S.

You are solely responsible for ensuring that You are compliant with these Terms of Use with all laws, rules, and regulations applicable to you. If your right to access the Services is revoked or use of the Services is in any way prohibited, in such circumstances, you agree not to use or access the Site and use the Services in any way;

4. Access to the Site

We do not guarantee that your use of the Site will always be available or be uninterrupted. We may suspend, withdraw, discontinue, or change all or any part of the Site without notice. We will not be liable to you including without limitation for any losses incurred due to the volatility of prices of the Digital Asset if for any reason the Site is unavailable at any time or for any period.

You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms and Conditions of Bringin and other applicable terms and conditions and that they comply with them.

5. Liability

Users are responsible for their actions in connection with the use of the Site, service, and their Accounts. Users are also responsible for protecting access information to the Site including, but not limited to, usernames, passwords, and bank account details. The Company is not responsible for the outcome, whether positive or negative, of any action performed by any of its users within or related to the Site. Some deposits and withdrawal methods require the Company to use personal details of the user including, but not limited to, name, address, email, phone number, and bank account number, etc. and you agree that Company can use this information to facilitate deposits and withdrawals. The Company shall be in no manner be liable for any transaction failure or loss caused due to any fault on part of the User including for the User providing any wrong information or detail. In the event the User deliberately provides false information and/or provides any misrepresentation and/or attempts to create false identity/ID and/or impersonate any other person and/or attempts to breach the Bringin Terms and Conditions, the User shall be liable to indemnify the Company and the Company may take all necessary legal actions against the User, including any criminal action.

The parties agree that in no event shall the Company or its affiliates, officers, directors, agents, employees, and suppliers be liable for lost profits or any special, incidental, or consequential damages arising out of or in connection with the use of our Site, Service, or these Terms and Conditions. In case the applicable laws do not permit the limitation or exclusion of damages as described above, our aggregate liability (including the liability of our affiliates, officers, directors, agents, employees, and suppliers) in respect of claims based on events arising out of or in connection with any single member's use of the Website, whether in contract or tort or otherwise, shall in no circumstances exceed the amount of the transaction(s) that are the subject of the claim less any amount of commission that may be due and payable in respect of such transaction(s).

We have no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of Digital Assets that You may purchase or sell to or from a third party (including other users of the Services). We are not responsible for ensuring that a third-party buyer or seller You transact with on the Site will complete a transaction or is authorized to do so.

We shall not be liable or responsible for any risk associated with such third-party transaction, including any issue that may arise in respect of banking transactions that You may undertake in pursuance thereof.

6. Payments & Transactions

By making use of Bringin Services, you acknowledge and agree that:

1. you are aware of the risks associated with transactions of digital currencies and other derivatives
2. you shall assume all risks related to the use of Bringin services and transactions of digital currencies; and
3. Bringin shall not be liable for any such risks or adverse outcomes.

7. Resolution of Disputes & Applicable law

- Bringin and the User agree that any disputes arising between them shall initially be attempted to be resolved by mutual negotiations. In such a case, the User shall contact Bringin by sending an email describing the dispute to the support@bringin.xyz. Bringin will contact the User via the email that was used for registration or any other information channel that the User provided to Bringin in order to access the Platform.
- The provisions of the Services shall be governed by and interpreted in accordance with Lithuanian Law and the parties submit to the exclusive jurisdiction of the Lithuanian Court.
- If You experience a problem in buying or selling Digital Assets from or to a third party

or If You believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, you may notify us via support@bringin.xyz so that We may consider what action to take. Our decision in relation to such dispute shall be final and binding on You.

- Notwithstanding anything contained herein, we reserve the right to decide if a dispute exists in relation to any transaction undertaken on the Site by You with a third party and our decision in relation to the same shall be final and binding on You.

8. Copyrights and Other Intellectual Property Rights

Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on our website or provided in connection with the Services, including, without limitation, the Bringin logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively "Bringin Materials") are the proprietary property of Bringin UAB or our licensors or suppliers.

9. Amendment and Changes

We may revise these Terms and Conditions at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

We may, without prior notice, change the Services; add or remove functionalities or features; stop providing the Services or features of the Services, to you or to Users generally; or create usage limits for the Services.

10. Taxes

It is Your responsibility to determine, collect, report, and submit any taxes applicable to the payments You make or receive in connection with the use of the Site and the Service to the appropriate tax authority. The Company is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

11. Fees

We charge the following fees for the Services we provide through the Application:

Fee type	Amount
Virtual Asset Deposit	0 € and 0%
Virtual Asset Withdrawal	0 € and 0% This fee is in addition to the network-fee-based fee collected by our third-party provider.
Virtual Asset Trading Fee:	Up to 3.5%

Standard Rate: 1% trading fee applies to most transactions

Variable Rate: In certain cases, trading fees may range from 1% up to 3.5% based on your account type, transaction characteristics, or promotional arrangements

The applicable fee rate will be clearly displayed to you before confirming any transaction

Fiat Deposit	0 € and 0%
Fiat Withdrawal	0 € and 0%

Pro Subscription:

Monthly Subscription Fee: €3.49 per month

Annual Subscription Fee: €41.88 per year

Pro Subscription fees are collected separately via Bitcoin/Lightning payment processor outside of Lightspark custody

Pro Subscription is required to access Bringin Debit Card services

Card Services (Pro Subscription Members Only): See Section 18 for detailed card-related fees.

We collect the above fees through our third-party provider **Lightspark Payments Europe AS**. We guarantee that we instruct **Lightspark Payments Europe AS** to debit the fees payable by you from your account in accordance with the pricing applicable to you. We assume sole liability for compensating charged fees to which you have not consented. Risks

A considerable loss may be sustained/incurred while trading in Bringin. Therefore, it is advised that you carefully determine your financial circumstances and risk tolerance before engaging in trading. Additionally, you should consider the following risks associated with Digital Assets:

1. Digital Assets are subject to evolving regulations: The regulatory environment surrounding Digital Assets is constantly changing and may differ depending on your location. Some jurisdictions may currently lack specific regulations, while others may impose restrictions on holding and transferring Digital Assets in the future. It is essential to stay informed about the regulatory developments and, if necessary, seek appropriate legal counsel.
2. Lack of recognition as a medium of payment or commodity: Virtual currencies, including cryptocurrencies, may not be recognized or authorized as legal tender or an official medium of payment by central banks, monetary authorities, or governmental/regulatory bodies. They may also not be officially recognized as commodities for trade purposes.
3. High volatility and potential total loss: The value of Digital Assets can be highly volatile and may experience significant price fluctuations. As a result, there is a risk of sustaining a total loss of your Funds.
4. Security and government crackdown risks: Since Digital Assets are held and transacted online, they are susceptible to security breaches and hacking attempts. Additionally, some governments may impose restrictions or crackdowns on the use and trading of Digital Assets, potentially compromising their integrity or anonymity. Please note that the above statement of risks associated with the trade of Digital Assets is not exhaustive, and there may be additional risks not listed or foreseen by the Company. By creating a User Account, you acknowledge that you have carefully assessed your financial standing and risk tolerance, and you confirm that they are suitable for trading in Digital Assets. Furthermore, it is crucial to remain aware of the evolving regulatory landscape and potential risks associated with Digital Assets as the regulatory environment may change over time.

12. Communication

When you visit the Site or send e-mails to us, you are communicating with us electronically. You also consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures and

other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that in case there are any changes in any information provided by you to us, including your e-mail address and other contact details, you will be solely responsible to update them regularly. If we send any communication by e-mail, it shall be sent to your email address available on the records created by you on the Site and the App and it shall be deemed to have been received by you once it is reflected assent in the outbox of our email id.

13. Password Security Bringin UAB takes the security of your account and password seriously. We implement security measures to safeguard your password and protect it from unauthorized access. Here are some of the steps we take to ensure password security:

1. **Password Encryption:** Your password is encrypted using advanced encryption algorithms, ensuring that it is stored securely in our database.
2. **Password Policies:** We enforce password policies that encourage users to create strong and unique passwords. We recommend using a combination of uppercase and lowercase letters, numbers, and special characters to create a robust password.
3. **Password Reset:** In the event that you forget your password, we provide a secure password reset process to help you regain access to your account.
4. **Account Lockout:** To protect against brute-force attacks, we may temporarily lock an account after multiple unsuccessful login attempts. This helps prevent unauthorized access to your account.

While we take these measures to enhance password security, it is essential for users to play their part in maintaining the confidentiality of their passwords. We recommend the following practices:

- Do not share your password with anyone.
- Avoid using the same password across multiple platforms or websites.
- Change your password regularly to reduce the risk of unauthorized access. By using the Bringin Services, you agree to abide by these password security measures and acknowledge that you are responsible for maintaining the confidentiality of your password.

14. System Security, Maintenance, and Downtimes

Bringin UAB places a high priority on system security to protect the integrity and confidentiality of user data and transactions. We implement industry-standard security measures to safeguard our platform and infrastructure from unauthorized access, data breaches, and other potential threats.

System Maintenance: From time to time, Bringin UAB may conduct scheduled maintenance or updates to improve the platform's performance, security, and user experience. During scheduled maintenance, certain functionalities or services may be temporarily unavailable. We will make reasonable efforts to notify users in advance of any planned maintenance that may result in a significant disruption of services.

Downtimes and Unforeseen Events: Despite our efforts to maintain uninterrupted service, there may be instances of unexpected downtimes due to factors beyond our control, including technical issues, internet connectivity problems, cyber-attacks, force majeure events, or other unforeseen circumstances. In such situations, we will work diligently to resolve the issues and restore normal operations as quickly as possible.

Liability: While we take all necessary precautions to ensure system security and minimize downtimes, Bringin UAB shall not be held liable for any loss, damages, or inconvenience arising from scheduled maintenance, downtimes, or unforeseen events that may affect the availability or use of the Site or the Services.

User Responsibility: Users are responsible for ensuring the security of their devices, internet connections, and login credentials. It is advisable to use up-to-date antivirus software and exercise caution when accessing the platform from public networks or shared devices. By using the Bringin Services, you acknowledge and agree to the system security measures and maintenance procedures described in this section.

15. Customer Support

Bringin UAB is committed to providing excellent customer support to assist users with any inquiries, issues, or concerns related to the Services. Our customer support team is available to respond to queries and provide assistance during our regular business hours. Customer Support

Channels: You can reach our customer support team through the following channels:

- Email: support@bringin.xyz

Response Deadlines: Bringin UAB aims to respond to customer support inquiries as promptly as possible. We will make reasonable efforts to address your queries and concerns within two (2) business days. However, response times may vary depending on the nature and complexity of the inquiry.

Please note that our customer support team may require additional time to investigate and resolve certain issues thoroughly. We appreciate your understanding and patience in such cases.

User Responsibilities: To facilitate a smooth and efficient customer support process, users are encouraged to provide accurate and relevant information regarding their inquiries or concerns. Providing complete and detailed information will help our team understand and address your issues more effectively.

Feedback and Improvement: Bringin UAB values user feedback and suggestions. If you have any recommendations for improving our Services or customer support experience, please feel free to share them with us through the provided customer support channels.

16. Assignment

You acknowledge and agree that the Company can freely assign these Terms of Use or any of its rights under these Terms of Use to any person without your consent. You shall, however, not be entitled to assign these Terms of Use, in whole or in part, to another person without the prior written approval of the Company.

18. Debit Cards

Bringin offers, in connection with third-party providers better identified in this section, access to the Bringin Debit Card, a product that enables you to access the following services:

- Use of the Bringin Debit Card
- Virtual Asset Services, consisting in the provisioning of a virtual asset wallet/account and providing virtual asset exchange and transfer services
- Virtual IBAN issuing, for fiat currency deposits and withdrawals
- Payment Card related services, consisting in Payment Card issuing and transactions

Your use of the Bringin Debit Card is governed by Bringin Terms and Conditions and is additionally subject to the terms of our third-party providers which you must accept before using them by ticking the relevant boxes when creating your Bringin card account.

Eligibility: Bringin Debit Cards are exclusively available to Pro Subscription members.

The Bringin Debit Card is issued, and related payment services are provided by Wallester AS (registry code: 12511991), address F.R. Kreutzwaldi 4, 10120 Tallinn, Estonia, in accordance with its terms and conditions, that can be found here: <https://wallester.com/pt/terms>

The Visa Payment Card Terms and Conditions can be found here: <https://storage.googleapis.com/striga-public-docs/Static%20Partner%20TCs/Striga-Card-T%26Cs-Combined.pdf>

Account Creation

You will be able to order a Bringin Debit Card once you have an active Pro Subscription, access to your Bringin Euro account, and have completed the required verification procedures.

Card Funding

The Bringin Debit Card is linked to your Bringin Euro account. You can fund your card account

through:

SEPA Instant Transfers: Direct transfers to your virtual IBAN for immediate availability.

Virtual Asset Deposits: When sending eligible virtual assets to your Bringin account, you consent to them being converted by our third-party Lightspark Payments Europe AS into an equivalent in Euro currency, for any applicable fees to be deducted from such converted amount, and for that Euro balance to be added to your Bringin Card account.

Before you make any deposit in your Bringin Card account, you will also be shown an exchange rate, based on the market rates offered by Lightspark Payments Europe AS and available at the time. The final exchange rate applicable to you may vary according to when your transaction is confirmed.

By proceeding with your deposit, you accept that the exchange rate shown to you may not be the exchange rate finally applicable to you. The applicable exchange rate will be the one in place at the time of confirmation of your transaction.

Fees

Card Issuance:

- First Virtual Card: €0 (fee waived for Pro Subscription members via fee override)
- First Physical Card: €0 (fee waived for Pro Subscription members via fee override)
- Additional Virtual Cards: €1 per card
- Additional Physical Cards: €5 per card

Card Delivery:

- Standard (3-5 business days): €2.50
- Fast 1-2 business days: €3
- Express (1 business day): €30

Card Replacement:

- Lost, stolen, or damaged card replacement: €5 per card

ATM Withdrawals:

- ATM withdrawal fee: €2.50 per withdrawal (applies to all jurisdictions)

Foreign Exchange:

- Foreign exchange fee: 0% of transaction amount (applies when transacting in non-EUR currencies)

Card Usage:

- Monthly card maintenance fee: €0
- Declined transaction fee: €0
- Inactive card fee: €0

We collect our share of the fees through our third-party provider Lightspark Payments Europe AS.

We guarantee that we instruct Lightspark Payments Europe AS to debit the fees payable by you from your account in accordance with the pricing shown to you. We assume sole liability for compensating charged fees to which you have not consented.

TERMS OF SERVICE

FOR APPLICATION OPERATORS' END USERS

Updated version as of **28 January 2026**, effective per clause 16 of Terms.

Previous versions linked at the end of the document.

GENERAL PROVISIONS AND RISK NOTICE

- (A) The following are our Terms of Service for Application Operators' End Users ("**Terms**").
- (B) When we speak of "**LSP EU**", "**we**", "**us**", and "**our**", we mean Lightspark Payments Europe AS, a company registered in the Republic of Estonia (Member State of the European Union), registry code: 16298772, address: Pärnu mnt 110, Kesklinna linnaosa, 11313 Tallinn, email europa@lightspark.com. LSP EU holds a virtual asset service provider license from the Financial Intelligence Unit of the Republic of Estonia (license number FVT000546).
- (C) We are developing and maintaining a software platform ("**Platform**"), and we cooperate with "**Application Operators**" to enable the Application Operators' "**End Users**" to access "**Services**" offered by us and "**Third-Party Services**" offered by Third-Party Service Providers.
- (D) When we speak of "**End User**", "**you**", and "**your**", we mean a natural or legal person who accesses the Platform through a relevant Application Operator's application to get access to the Services offered by LSP EU, and Third-Party Services offered by relevant Third-Party Service Providers.
- (E) Your use of the Platform, Services, and Third-Party Services is subject to agreeing and complying with these Terms. These Terms shall constitute a binding legal agreement ("**Agreement**") between you and us. Your use of the Platform, Services, and Third-party Services is additionally subject to the applicable "**Restrictions and Limitations**", available at LSP EU's Website (direct link [here](#)), as modified and updated from time to time. By agreeing to these Terms, you also agree and consent to the Restrictions and Limitations.
- (F) The use of specific Third-Party Services made available through the Platform is also subject to the terms, conditions, and policies of a respective "**Third-Party Service Provider**". You will be required to consent to the applicable Third-Party Service Provider's terms, conditions, and policies ("**Third-Party Service Provider Terms**") when you wish to use such services. LSP EU assumes no liability towards you arising from any legal relationships you have with a Third-Party Service Provider, including for any of the services offered to you by the Third-Party Service Provider, or from any Third-Party Service Provider Terms conflicting with these Terms.
- (G) In addition to these Terms, your use of the Platform, Services, and Third-Party Services is subject to the relevant Application Operator's terms, conditions, and other policies ("**Application Operator Terms**"). Please refer to the respective Application Operator Terms for further information, including more details on the rights and obligations arising from the Application Operator Terms. You will be required to consent to the relevant Application Operator Terms when you wish to use the Platform, Services, and Third-Party Services, as well as other services that may be offered by the Application Operator. LSP EU assumes no liability towards you arising from any legal relationships you have with an individual Application Operator to the extent it does not relate to Services provided by LSP EU, including for any services offered to you by the Application Operator independently from LSP EU, or from any Application Operator Terms conflicting with these Terms.



- (H) Application Operators and Third-Party Service Providers are not authorized to enter into transactions on our behalf that would give rise to our liabilities toward you. The legal agreement between you and us and our obligations toward you are exclusively set out in these Terms.
- (I) LSP EU's personal data processing practices are described in LSP EU's "**Privacy Policy**". Your use of the Platform, Services, and Third-Party Services is subject to agreeing to our Privacy Policy. Please refer to the Privacy Policy on LSP EU's website eu.lightspark.com (direct link [here](#)).

(J) RISK NOTICE:

BEFORE APPLYING TO BECOME OUR CUSTOMER AND USING THE SERVICES, PLEASE CAREFULLY CONSIDER AND ENSURE THAT HOLDING AND TRANSACTING WITH VIRTUAL ASSETS ALIGNS WITH YOUR RELEVANT EXPERIENCE, FINANCIAL SITUATION, AND RISK APPETITE. TO DATE, VIRTUAL ASSETS ARE DEEMED A VERY HIGH-RISK AND VOLATILE ASSET CLASS, MEANING THEIR VALUE CAN CHANGE SIGNIFICANTLY OVER A VERY SHORT PERIOD. CERTAIN VIRTUAL ASSETS MAY ALSO HAVE LOW LIQUIDITY, MEANING THAT IN CERTAIN INSTANCES, THEY EITHER CANNOT BE TRADED AGAINST FIAT CURRENCIES OR CAN BE TRADED ONLY UNDER UNFAVORABLE COMMERCIAL CONDITIONS. THEREFORE, BEFORE PURCHASING AND TRANSACTING WITH VIRTUAL ASSETS, YOU SHOULD ALWAYS DO YOUR DUE DILIGENCE AND CONSIDER SEEKING PROFESSIONAL ADVICE. IN ADDITION, YOUR VIRTUAL ASSET OR FIAT HOLDINGS ARE NOT SUBJECT TO GOVERNMENT SECURITY OR COMPENSATION SCHEMES. FURTHER, THE OVERALL LEGAL FRAMEWORK SURROUNDING VIRTUAL ASSETS DIFFERS BY JURISDICTION, AND IT MAY CHANGE IN THE FUTURE, WHICH MAY RESULT IN UNEXPECTED RESTRICTIONS OR LIMITATIONS WITH REGARD TO THE USE OF SERVICES.

PLEASE NOTE THAT LSP EU DOES NOT CONTROL THE UNDERLYING SOFTWARE PROTOCOL WHICH GOVERNS THE OPERATION OF VIRTUAL ASSETS AND CANNOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED NOR THE FUNCTIONALITY, SECURITY, OR AVAILABILITY OF THE UNDERLYING PROTOCOLS. THEREFORE, LSP EU ASSUMES NO LIABILITY FOR THE OPERATION OF UNDERLYING PROTOCOLS. YOU ACKNOWLEDGE, ACCEPT, AND ASSUME THE RISK THAT UNDERLYING SOFTWARE PROTOCOLS RELATING TO ANY VIRTUAL ASSETS YOU HOLD IN YOUR WALLET MAY CHANGE.

LSP EU ASSUMES NO LIABILITY ARISING FROM THE TYPICAL RISKS RELATED TO THE SERVICES AS DESCRIBED ABOVE.

The Terms are the following:

1. DEFINITIONS

The following definitions apply to these Terms:

- **Agreement:** the legal relationship between you and us as laid down in these Terms and amended from time to time.
- **Application Operator:** an entity that cooperates with us to enable you to access the Services and Third-Party Services via its front-end application.
- **Application Operator Terms:** terms, conditions, and policies of a relevant Application Operator, through whom you access the Services, Third-Party Services, and any additional products and services that may be offered to you by the relevant Application Operator.
- **End User:** the individual or legal entity who, through the Application Operator's application, accesses and/or uses the Services and Third-Party Services.
- **LSP EU:** Lightspark Payments Europe AS, a company incorporated and registered under the laws of the Republic of Estonia, registry code: 16298772, address: Pärnu mnt 110, 11313 Tallinn, Republic of Estonia.
- **LSP EU Website:** Our website at the address eu.lightspark.com, or at another address as communicated from time to time.
- **Payment Card:** a payment card issued to you by an authorized Third-Party Service Provider, enabling payment transactions in fiat money than can be funded with Virtual Assets stored in your Wallet.



- **Platform:** the proprietary platform created by us incorporating the Software enabling delivery of the Services and access to Third-Party Services.
- **Privacy Policy:** a document describing our practices for processing the personal data of data subjects, as amended and updated from time to time and made available through the LSP EU Website (direct link [here](#)).
- **Restrictions and Limitations:** restrictions and limitations that apply to the Services provided by LSP EU or Third-Party Services made available to the End Users, as amended and updated from time to time. Restrictions and Limitations information are found on the LSP EU Website (direct link [here](#)).
- **Services:** Virtual Asset Services and vIBAN Accounts provided to you by us under these Terms and as further detailed in other documents referred to herein.
- **Software:** our proprietary software in machine-readable object code form, including any error corrections, updates, upgrades, modifications, and enhancements to it.
- **Terms:** these Terms as amended and updated from time to time and made available through the LSP EU Website.
- **Third-Party Service Providers:** authorized or regulated financial institutions and other third parties as we may partner with from time to time.
- **Third-Party Services:** services made available to End Users by Third-Party Service Providers.
- **Third-Party Service Provider Terms:** terms, conditions, and policies of Third-Party Service Providers.
- **User Account:** the unique digital account created for you in the Application Operator's application for the purpose of accessing and utilizing Services and Third-Party Services.
- **US Persons:** means any natural or legal person having a close physical or fiscal connection with the United States of America, including US citizens and permanent residents, persons located in US, US tax residents, people who stay in the United States of America for a period of time for academic or job/business related purposes, legal persons, trusts or similar legal arrangements not having a status of a legal person registered in or having their primary center of activity in the US, etc.; except for any US citizens whose permanent residence is in any contracting state of the European Economic Area or Switzerland.
- **vIBAN Account:** a virtual account designated for you to facilitate the use of the Virtual Asset Services provided to you by LSP EU, enabling fiat currency pay-ins and pay-outs.
- **Virtual Asset:** a value represented in the digital form, which is digitally transferable, preservable, or tradable and which natural persons or legal persons accept as a payment instrument but that is not the legal tender of any country or funds for the purposes of Article 4(25) of Directive (EU) 2015/2366 of the European Parliament and of the Council on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC, and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC (OJ L 337, 23.12.2015, pp 35–127) or a payment transaction for the purposes of points (k) and (l) of Article 3 of the same Directive.
- **Virtual Asset Services:** any or all of the following:
 - **Virtual Asset Wallet Service:** a Service in the framework of which we host a Virtual Asset Wallet that is managed with encrypted keys and enables the holding, storage, and transfer of Virtual Assets.
 - **Virtual Asset Transfer Service:** a Service that allows a transaction to be conducted electronically at least in part through us in your name with the aim of moving the Virtual Asset to the recipient's Virtual Asset wallet or account.
 - **Virtual Asset Exchange Service:** a Service with the help of which you exchange a Virtual Asset against a fiat currency or a fiat currency against a Virtual Asset, or a Virtual Asset against another Virtual Asset.



- **Wallet:** a Virtual Asset account that allows the holding, storing, and transfer of Virtual Assets and is managed with encrypted keys.

2. SERVICES AND THIRD-PARTY SERVICES

- 2.1. Subject to the Restrictions and Limitations and subject to availability as per our arrangements with the Application Operator and the Application Operator Terms, we may provide you with access to our Platform (through the application developed, maintained, and/or made available to you by the respective Application Operator) to use some or all the following Services:
 - 2.1.1. Virtual Asset Wallet Service;
 - 2.1.2. Virtual Asset Transfer Service;
 - 2.1.3. Virtual Asset Exchange Service;
 - 2.1.4. vIBAN Account to pay in and pay out fiat currency (euro).
- 2.2. We provide Virtual Asset Services for a specified list of supported Virtual Assets on select networks. The list of supported Virtual Assets and networks, which forms a part of this Agreement, and may be amended by us from time to time, is available [here](#). In addition, we support Bitcoin transactions on the Lightning Network (a Layer 2 network built on top of the Bitcoin blockchain). Not all of the Virtual Assets or networks we support may be supported in a particular Application Operator's application, and you should consult with your Application Operator to ascertain which Virtual Assets and networks are supported in the Application Operator's application.
- 2.3. Subject to any legal, regulatory, technical, or reputational considerations, we may change supported Virtual Assets and networks, and you agree that we are not required to obtain separate consent from you for such changes. If you hold a balance of a Virtual Asset that becomes unsupported, we either allow you to withdraw the Virtual Assets in question or convert such Virtual Assets to fiat currency or other Virtual Assets, subject to LSP EU's reasonable discretion, as per the applicable exchange rate at the time of the conversion. Fees may apply to such conversions.
- 2.4. We may, where we consider it to be necessary or reasonable, appoint or instruct other third parties to perform administrative, infrastructural, or ancillary services for the purposes providing our Services. We will exercise appropriate diligence in the selection of such third parties, and we commit to being accountable for their conduct insofar as it pertains to the provision of our Services. In the event of any failure, act, or omission by such a third party, we shall undertake remedial actions consistent with our legal and contractual obligations to ensure the integrity and continuity of the Services.
- 2.5. Subject to the Application Operator Terms, Third-Party Service Provider Terms, and the Restrictions and Limitations, we may enable you to access Third-Party Services related to Payment Cards (Payment Card issuing and related payment services).
- 2.6. By using the Third-Party Services, you acknowledge that Third-Party Services are provided or made available by Third-Party Service Providers, and the Third-Party Service Provider Terms apply to such services. You are required to read, acknowledge, accept, and comply with the Third-Party Service Provider Terms, failure to do so may result in suspension or termination of providing the Services and Third-Party Services to you.

3. ROLE OF APPLICATION OPERATORS IN THE PROVISION OF SERVICES AND THIRD-PARTY SERVICES

- 3.1. Services and Third-Party Services are made available through the application operated and managed by the respective Application Operator. The way you receive and interact with the Services and Third-Party Services depends on how the Application Operator has developed and/or maintains their application. While we work closely with Application Operators to ensure



a smooth experience, there are specific factors beyond our management, as further outlined in these Terms, that could influence your interaction with the Services and Third-Party Services, including disrupt your use of the Services and Third-Party Services. Your agreement to these Terms and decision to utilize the Services and Third-Party Services via the Application Operator's application signifies your understanding and acceptance of these potential risks.

- 3.2. The Application Operator's application may make available additional services provided by the Application Operator or another person in addition to the Services we provide, and Third-Party Services provided by relevant Third-Party Service Providers. We assume no liability for such additional product and service offering.
- 3.3. The Application Operator is authorized to act as the first point of contact and to receive instructions or other communications in relation to your User Account on our behalf. You acknowledge that we may act upon such instructions or communications in relation to your User Account received by the Application Operator. Where such instructions or communications require action on our part, receipt by the Application Operator shall not be deemed as receipt by us until we have actually received the instructions or communications. These instructions or communications may include, but are not strictly limited to, orders concerning your Virtual Assets and fiat currency associated with your User Account (subject to additional authentication methods as specified in the Terms), asset recovery requests, contact detail changes, User Account closure requests, requests to refund Virtual Assets or fiat currency, verification queries, and other operational matters related to the use Services and Third-Party Services.
- 3.4. Notwithstanding clause 3.3, you acknowledge and agree that we may contact you directly to confirm and act on your instructions or communications. We collect certain instructions or communications from you directly without the intermediation of the Application Operator, as further described in these Terms.
- 3.5. The Application Operator does not have access to your Wallet or fiat currency associated with your User Account. However, you acknowledge and agree that the details required to transact are displayed, and transaction orders are collected and transmitted through the Application Operator's application. While we exercise industry-standard skill and care in selecting Application Operators with whom we cooperate, as well as reviewing the implementation of the Application Operator's application, we do not assume liability for any damages or losses resulting from mistakes or omissions in the implementation by the Application Operator, further subject to clause 7 of these Terms.
- 3.6. In the event where you are unable to access your Wallet or fiat currency associated with your User Account due to an issue with the Application Operator's application, you may contact us directly to apply for the refund of your Virtual Assets and/or fiat currency. We commit to processing these requests promptly and efficiently. Our contact details are given at the beginning of these Terms.
- 3.7. The role of Application Operators in the provision of the Services as well as the division of roles between us, the Application Operator, and Third-Party Service Providers, is further outlined in the following parts of these Terms.

4. ELIGIBILITY AND LIMITATIONS

- 4.1. We provide Services to End Users who meet the conditions of eligible customers as laid down in the Restrictions and Limitations. We do not provide Services to persons to whom the provision or making available of Services is inconsistent with the Restrictions and Limitations. We reserve the right not to provide Services to customers other than those provided in the Restrictions and Limitations and/or where the provision of Services is not consistent with our risk appetite.



- 4.2. These Terms are not addressed to or intended for citizens or residents of the United States of America, except for US citizens whose permanent residence is in any contracting state of the European Economic Area or Switzerland, persons located in the United States of America, or other US Persons (including US tax residents, people who stay in the United States of America for a period of time for academic or job/business related purposes, etc.). Under these Terms, we do not provide Services to US Persons. You declare and warrant to us that you are not a US Person. Should you be identified as or become a US Person during the term of the Agreement, we have the right to terminate the Agreement immediately, and we shall not be held liable for any damage caused to you in connection with the termination of the Agreement. You are obliged to immediately notify us of any circumstances that may qualify you as a US Person.
- 4.3. To be eligible for the Services,
- 4.3.1. as a natural person you need to be at least 18 years old or older and have the full legal capacity to lawfully enter into and form contracts;
- 4.3.2. as a legal person you need to be duly registered and incorporated under the applicable laws, not subject to bankruptcy, liquidation, reorganization or any similar proceeding affecting or limiting your legal capacity and you must be represented by your duly authorized legal representative.
- 4.4. We do not provide Services to persons who are or whose directors, representatives, shareholders, and/or ultimate beneficial owners are sanctioned by the United Nations, European Union and Republic of Estonia. You acknowledge that providing Services to persons sanctioned by the US Treasury Department's Office of Foreign Control Assets (OFAC) and HM Treasury Office of Financial Sanctions Implementation (OFSI) also falls outside of our risk appetite.
- 4.5. Before using the Services, you must carefully consider whether holding Virtual Assets and utilizing the related Services is suitable for you considering your financial situation and the typical risks associated with the Services we provide (as referred to in the Risk Notice section above). You acknowledge that holding Virtual Assets and using the related Services entails a substantial risk of loss.

5. ONBOARDING AND REGULATORY COMPLIANCE

- 5.1. When you wish to access the Platform and the Services, we are required to register and identify you (and your representative if you are a legal entity) in accordance with applicable legislation. We do not provide Services anonymously.
- 5.2. As part of our identification and verification procedures, we may require you and your representative to provide us with information and documentation to that effect at our discretion. You agree that if you do not provide us with the required information and/or documentation, we can refuse to provide Services to you. We may engage with third parties for identification and verification procedures.
- 5.3. You confirm and warrant that all information you or your representative provides us, including during the identification and verification procedure, is true, accurate, up to date and complete. The personal details you or your representative present us during the identification and verification procedure must be your or your representative's true and accurate details (including the phone number and email address). You must never present a third party's identity or personal details as yours. You confirm and warrant that the documents you provide us with are authentic and contain true, accurate and up to date information. You acknowledge that providing false information or non-authentic documentation may result in your civil and/or criminal liability.
- 5.4. Natural persons are identified on the basis of the identity documents (e.g., passport, identity card, residence permit) and/or other documents required in accordance with applicable



legislation. Legal persons are identified on the basis of an extract from the relevant register or registration certificate and/or other documents required by us.

- 5.5. You are entitled to use the Services on the condition that you have agreed to these Terms, you have successfully passed our identification and verification procedures, and we have decided to enter into an Agreement with you. We are legally not required to enter into an Agreement with you. We may decide not to provide Services to you at our sole discretion without being required to give reasoning.
- 5.6. You can apply for one User Account through a single Application Operator's application. You may apply for several User Accounts through different Application Operators' applications.
- 5.7. You can access your User Account via the Application Operator's application. You and each of your representatives must have their own private credentials to access your User Account. Sharing the credentials between individuals is prohibited.
- 5.8. We may enable you to add additional representatives with access rights to your User Account via the Application Operator's application only if you have provided us with a valid and duly executed document evidencing the representative's right of representation (power of attorney or similar document). We are not obliged to accept a document evidencing the right of representation if the right of representation is not clearly and unambiguously expressed. The document certifying the right of representation must be formalized in accordance with the procedure laid down in the legislation and in compliance with our requirements. We have the right to require that the document evidencing the right of representation be notarized or certified in an equivalent manner. You and your representative are obliged to inform us of the revocation or invalidation of a notarized or certified power of attorney
- 5.9. We presume you intend to enter into a termless business relationship with us. You are required to notify us before applying to enter into a business relationship with us if you want to use the Services for a limited time or one or some specific transaction(s).
- 5.10. As a regulated virtual asset service provider, we are involved in the fight against money laundering and terrorist financing, as well as the application of international sanctions. In doing so, we are guided by the applicable legislation, guidance, international standards, and requirements of regulatory bodies, courts, and other competent authorities. To prevent money laundering and terrorist financing and to comply with international sanctions, we are entitled, without limitation, to:
 - 5.10.1. process your, your shareholders', beneficial owners' and your representatives' personal data in accordance with these Terms, our Privacy Policy, and relevant legislation;
 - 5.10.2. monitor your transactions and other activity on the Platform;
 - 5.10.3. request information and documents from you, as appropriate, concerning your use of the Services, including to regularly check and update data;
 - 5.10.4. establish a temporary or permanent restriction on the use of the Services or suspend all or some transactions or operations;
 - 5.10.5. in the cases provided for in applicable legislation and/or regulatory guidelines, freeze the Virtual Assets in your Wallet or fiat currency associated with your User Account;
 - 5.10.6. terminate the Agreement (with or without notice);
 - 5.10.7. take other measures as permitted or required by applicable law.
- 5.11. You undertake to cooperate with us and provide us with the information or documentation we may need from you from time to time to comply with our regulatory obligations. Such information and documentation may include, without limitation, information about your corporate structure and ultimate beneficial owners (where relevant), the purpose of or counterparties to the transactions made via your User Account, documentation proving the source of funds used in



a transaction(s), source of wealth, etc. You acknowledge that failure to comply with the above may result in the suspension of the Services and/or termination of the Agreement.

- 5.12. Unless otherwise contained in the legal acts which cannot be derogated by agreement for our benefit, we are not liable for any damage or loss caused by the application of our measures of prevention of money laundering and terrorist financing and implementation of international sanctions, including but not limited to those set out in clauses 5.10 – 5.11 of these Terms.

6. YOUR OBLIGATIONS AND LIABILITY

- 6.1. You must use the Services in strict compliance with these Terms. Additionally, you undertake to identify and follow the requirements of the laws applicable to you and/or in the jurisdiction from which you access the Services. You may not use the Services if it is not allowed with laws applicable to you and/or in the jurisdiction from which you access the Services. The Services are not targeted to any persons with respect to whom providing or using such Services may be contrary to domestic legislation.
- 6.2. You may not disguise or attempt to disguise your location through IP proxying or other methods.
- 6.3. You confirm and warrant that you pay all applicable taxes for any transactions completed on the Platform in accordance with applicable law. You agree and accept that we are not required to advise you in relation to the taxation of your transactions.
- 6.4. You may use the Services only on your behalf and for your benefit. All Virtual Assets transferred into or stored in your Wallet or fiat currency associated with your User Account must belong to you.
- 6.5. You undertake to ensure that all Virtual Assets transferred into or stored in your Wallet or fiat currency associated with your User Account are free of pledges, encumbrances, or other third-party rights. Without our prior written consent, you may not pledge or otherwise encumber or grant third-party rights to your Virtual Assets in the Wallet or fiat currency associated with your User Account. You agree that we are under no obligation to provide such consent.
- 6.6. You are responsible for keeping all information submitted to us up to date, and you must notify us of any changes in your personal data and your intended use of the Services.
- 6.7. You authorize us to rely on and act upon any instruction from you, your representative or given through your User Account or from your email address. All instructions provided via your User Account or from your email address will be treated as having been provided by you, and you bear the responsibility arising from these instructions. You also acknowledge that we may act upon instructions or communications in relation to your User Account received by the Application Operator on our behalf, as detailed in clause 3.3. Certain instructions must be confirmed via two-factor authentication (2FA) as outlined in clause 8.17.
- 6.8. You are fully responsible for any mistakes, errors, or defects which may have been made by you or your representative in the course of accessing and using the Services.
- 6.9. You are responsible for always keeping your or your representative's credentials for accessing the User Account and Services secret and safe, and you must make every reasonable effort not to allow third parties to access the Services with your or your representative's credentials. If a third party accesses the Services with your or your representative's credentials in circumstances beyond our reasonable control, you are solely liable for any potential losses or damages. You also acknowledge that the loss of your or your representative's credentials may, in some circumstances, result in total or partial loss of your Virtual Assets.
- 6.10. You are responsible for ensuring that you provide correct transaction details, as transactions, especially on the blockchain or Layer 2 solutions, may be irreversible. You agree and accept



that you are fully responsible for any mistakes, errors, or defects which may arise during any transaction made by you that leads to a partial or complete loss of your Virtual Assets and/or fiat currency.

- 6.11. You bear sole responsibility for any risks associated with each counterparty that you or your representative has chosen to transact with.
- 6.12. You may not interfere with or attempt to interfere with the normal operations, order execution processes, and/or activities of the Platform and introduce a software virus or other disruptive program or do any act which would cause the Platform to become unavailable for use by others.
- 6.13. You must refrain from any actions that may cause monetary or reputational damage to us, Application Operators and Third-Party Service Providers. You shall indemnify us and each of our directors, officers, employees, Application Operators, Third-Party Service Providers, and other third parties against any losses or damages which may be suffered or incurred by us and/or any of them directly or indirectly in connection with or as a result of any Services performed or action taken under the Agreement unless caused by the gross negligence, willful default or fraud of the person claiming the indemnity under this clause 6.13. We may deduct our claims against you from your Virtual Asset balance in your Wallet and/or from fiat currency associated with your User Account.

7. OUR OBLIGATIONS AND LIABILITY

- 7.1. Subject to the conditions and limitations arising from these Terms, we will provide you with Virtual Asset Services, make available Third-Party Services (subject to relevant Third-Party Service Terms), and comply with our obligations under the Terms and applicable law to the level of skill and care as would reasonably be expected of a professional provider of such services.
- 7.2. We exercise reasonable care and endeavor to protect the Platform and ensure its secure and stable operation. However, we do not warrant that the Platform and the Services will be continuous, uninterrupted, timely, or free from errors, viruses, or other malware. We may perform scheduled and non-scheduled maintenance of our systems and update and improve them without giving notice to you. During maintenance, the Services may be temporarily unavailable. We assume no liability for any damage that may result from downtimes or transmission of malware via the Platform. We also assume no liability for technical and security issues in using the Platform and Services handled or caused by the Application Operator through whom you access the Services or by Third-Party Service Providers.
- 7.3. We will only be liable to you for direct damage caused by our direct breach of these Terms. We assume no liability for any loss of profits (including any anticipated trading profits), loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect, or consequential loss costs, damages, charges or expenses however arising under the Agreement.
- 7.4. To the maximum extent permitted by applicable law, in no event shall our aggregate liability, whether in contract, warranty, tort (including negligence), product liability, or another legal basis, arising out of or relating to the use of, or inability to use, the Services or to these Terms exceed the average daily value of your confirmed outbound transactions during the 12 months immediately preceding the date of any claim giving rise to such liability.
- 7.5. Subject to applicable law, we shall not be liable for any losses or damages suffered or incurred by you in connection with:
 - 7.5.1. the default or insolvency or the acts or omissions of any counterparty, Application Operator, Third-Party Service Provider, or another person with or through whom transactions by you or on your behalf are conducted;



- 7.5.2. any Service performed or action taken in connection with the Terms and/or the applicable law unless caused by our gross negligence, willful default, or fraud;
 - 7.5.3. us acting upon any instruction, notice, request, consent, or confirmation received by us or the Application Operator on our behalf and reasonably believed by us to be genuine and given by you or your representative;
 - 7.5.4. defects in the title of, or the validity of genuineness of, any Virtual Assets or fiat currency received by us or delivered by us or for any Virtual Assets or fiat currency not being freely transferable or deliverable without encumbrance in any relevant market;
 - 7.5.5. changes in the markets relating to Virtual Assets, including changes in the pricing, value, or regulation of Virtual Assets;
 - 7.5.6. delays in the completion of any transactions related to Virtual Assets or the failure to deliver or transfer any Virtual Assets or fiat currency where such occurrence is for reasons beyond our reasonable control;
 - 7.5.7. the crystallization of any risk arising from any typical risks associated with Virtual Assets and the Services referred to in the 'Risk Notice' section of these Terms.
 - 7.5.8. any decision we take not to accept delivery or the transfer of any Virtual Assets or fiat currency where we believe that the acceptance thereof would or may expose us to any liability or where we consider that acceptance or transfer of Virtual Assets or fiat currency may involve a breach of or result in non-compliance with the law;
 - 7.5.9. any decision taken by you or your representative in relation to your use of the Services;
 - 7.5.10. any fraudulent activity (other than our own fraud), computer misuse, computer hacking, theft, or other dishonest appropriation of any Virtual Assets or fiat currency;
 - 7.5.11. any failure of or malfunction or defect in any hardware, software, or firmware used in connection with the arrangement for the security or holding of Virtual Assets, including any caused by viruses or other malware or from release updates;
 - 7.5.12. the services or the failure of the services provided by networks underpinning or supporting Virtual Assets and underlying software related to Virtual Assets, including any failure or default in the functionality, security, availability, verification, confirmation, or completion of transactions submitted to such networks;
 - 7.5.13. our inability to cancel or reverse a transaction;
 - 7.5.14. the occurrence of forks, forked networks, migration of any Virtual Asset from one protocol, etc.,
 - 7.5.15. as a consequence of any delay, partial or non-performance of our obligations under the Terms caused by reasons beyond our reasonable control or an event of force majeure, including fires, strikes, floods, power outages or failures, acts of God or the state's enemies, pandemics or epidemics, acts of any government, a breakdown or failure of any electronic communications or computer-based system or network, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of applicable law notwithstanding that you may have notified us of the same.
- 7.6. We shall not limit or block your ability to exercise any rights attached to your Virtual Assets unless required by law. Where there are changes to the underlying distributed ledger technology or any other event likely to create or modify your rights (such as forks, forked networks, migration of any Virtual Asset from one protocol, etc.), we shall not guarantee that you are entitled to any Virtual Assets or any new rights created on the basis and to the extent of your positions at the time of occurrence of that change or event.
- 7.7. We do not provide asset management, investment, or any other advice or recommendations on any individual transaction or group of transactions or the overall composition of your Virtual Assets portfolio. We are not required to ensure that any particular transaction, or group of transactions, is suitable for you.



- 7.8. To the maximum extent permitted by any applicable law, we make no warranties of any kind, whether express or implied, in relation to the Services on the Platform, including but not limited to implied warranties of satisfactory quality, functionality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, title, condition or completeness, merchantability, or any implied warranty arising from a course of dealing or usage or trade.
- 7.9. Nothing in this Agreement excludes our liability for:
- 7.9.1. fraud or fraudulent misrepresentation;
 - 7.9.2. deliberate misconduct or gross negligence;
 - 7.9.3. death or personal injury caused by our negligence.
- 7.10. If you are a natural person customer, nothing in this Agreement shall limit your guaranteed rights as a consumer under mandatory provisions of applicable consumer protection legislation.

8. CUSTODY AND TRANSACTING

- 8.1. You or your representatives can access your User Account (including your Wallet and fiat currency associated with your User Account) through the Application Operator's application. If you or your representative is unable to access your User Account through the Application Operator's application, you can request access to your Virtual Assets and fiat currency associated with your User Account by contacting us as specified in clause 3.6 of these Terms.
- 8.2. Upon providing Virtual Asset Services to you, we are responsible for providing custody of the Virtual Assets in your Wallet and executing your Virtual Assets related transactions.
- 8.3. Before transferring Virtual Assets to your Wallet, you must ensure that the Virtual Assets in question and their associated network are supported by us and in the relevant Application Operator's application (see clause 2.2 of these Terms). You may not use your Wallet to store Virtual Assets that are not supported, nor may you use it for Virtual Assets on networks that are not supported, as doing so may result in the loss of your Virtual Assets. We assume no liability for any attempted use or storage of Virtual Assets that are not supported or Virtual Assets on networks that are not supported.
- 8.4. If you deposit non-supported Virtual Assets (or Virtual Assets on a non-supported network), you may contact the relevant Application Operator or us to apply for the recovery of such assets. Due to the technical complexity of the recovery process, we reserve the right not to process recovery requests where the value of deposited non-supported Virtual Assets (or deposited Virtual Assets on a non-supported network) is EUR 20 or less. Additionally, we reserve the right to not process recovery requests irrespective of the amount if the blockchain network utilized for the incorrect deposit is one that we cannot safely execute our recovery process upon. You agree that we may charge a recovery fee of up to EUR 50 plus the then prevailing network fees at the time of recovery, paid from the gross amount being recovered (or a corresponding amount in Virtual Assets) which is deducted from the recoverable amount prior to refunding Virtual Assets. You acknowledge and agree that due to the technical complexity of the recovery, asset recovery is not guaranteed and that all recoveries are processed on a best effort basis.
- 8.5. We issue vIBAN Accounts for the purposes of enabling you to use Virtual Asset Services (such as exchanging paid in fiat currency for Virtual Assets or withdrawing fiat currency received from exchanging Virtual Assets for fiat currency). If you use a vIBAN Account designated to you for euro pay-ins and pay-outs, we only accept and process the following:
- 8.5.1. fiat pay-ins to the Platform via your vIBAN Account from an external payment account in your own name through SEPA;
 - 8.5.2. fiat pay-outs from the Platform via your vIBAN Account to an external payment account in your own name through SEPA.



- 8.6. We will reject and not accept fiat currency pay-ins or pay-outs not meeting the requirements in clause 8.5.
- 8.7. Your vIBAN Account that you can use for fiat currency pay-ins and pay-outs is not capable of holding any fiat money in your name and it is not a payment account. The vIBAN Account is a virtual account linked to a payment account opened and maintained in LSP EU's name by OpenPayd Financial Services Malta Limited (company number C 75580), a Financial Institution licensed by the Malta Financial Services Authority. When you transfer fiat currency into the Platform, OpenPayd Financial Services Malta Limited is processing the transaction and receiving the funds through the vIBAN Account and will issue a corresponding amount of e-money to the payment account opened and maintained in LSP EU's name. E-money is not held in your vIBAN Account.
- 8.8. We hold your fiat currency as either a pre-funding for the use of the Virtual Asset Services or as converted fiat currency resulting from Virtual Asset transactions (collectively, 'fiat currency associated with your User Account'). While your fiat currency is not held as a payment account balance in your name, we remain responsible for safeguarding such fiat currency associated with your User Account in accordance with applicable legal and regulatory obligations until it is either used for the intended Services, withdrawn by you via the vIBAN Account, or otherwise returned to you.
- 8.9. To transfer fiat currency into the Platform, you must give a payment order to your payment service provider who operates the respective payment account from where the fiat currency shall be debited, noting (a) yourself as the remitter (payer) and the nominal beneficiary (payee); (b) the account number from where the funds shall be debited as an account number of the remitter; (c) your designated vIBAN Account identifier as the account number of the nominal beneficiary; (d) the payment service provider who operates the account from where the accounts shall be debited as the payment service provider of the remitter; and (e) OpenPayd Financial Services Malta Limited as the payment service provider of the nominal beneficiary. The payment transaction shall be executed by your payment service provider and OpenPayd Financial Services Malta Limited.
- 8.10. Upon a successful fiat currency pay-in, we update the amount of fiat currency associated with your User Account to reflect the amount of fiat currency you paid in through the vIBAN Account which shall be available as a pre-funding for using Virtual Asset Services.
- 8.11. To withdraw fiat currency from the Platform, you shall notify us of your request via the Application Operator's application. Upon receiving the request, we verify that the corresponding amount of fiat currency is associated with your User Account and, subject to a positive answer, give OpenPayd Financial Services Malta Limited a payment order to transfer the corresponding amount of fiat currency to the payment account opened and operated in your name by your payment service provider, as provided by you. The fiat currency will be debited from the payment account in our name opened and operated by OpenPayd Financial Services Malta Limited. The payment information will show: (a) you as the nominal remitter (payer) and the beneficiary (payee); (b) your vIBAN Account identifier as an account number of the nominal remitter (payer); (c) the number of the payment account opened in your name to where the funds shall be credited as an account number of the beneficiary (payee); (d) OpenPayd Financial Services Malta Limited as the payment service provider of the nominal remitter; and (e) the payment service provider who operates the payment account in your name to where the funds shall be credited as the payment service provider of the beneficiary. The payment transaction shall be executed by OpenPayd Financial Services Malta Limited and your payment service provider.
- 8.12. If you transfer fiat currency into the Platform but do not give an instruction within a reasonable time to exchange such fiat currency for Virtual Assets, we may return such fiat currency to your payment account opened with your payment service provider. The relevant payment account shall be agreed upon with you before returning your fiat currency.



- 8.13. If we complete your order to exchange Virtual Assets for fiat currency but do not receive an instruction within a reasonable time to exchange such fiat currency for Virtual Assets or transfer such fiat currency to your payment account opened with your payment service provider, we may return such fiat currency to your payment account opened with your payment service provider. The relevant payment account shall be agreed upon with you before returning your fiat currency.
- 8.14. You can exchange Virtual Assets in your Wallet for other Virtual Assets or fiat currency, and you can exchange fiat currency associated with your User Account for Virtual Assets. Exchange orders shall be processed on the condition that the order is above the applicable minimum trade value (please refer to the information on minimum trade values [here](#)).
- 8.15. If this is enabled in the relevant Application Operator's application, you can create (and cancel) standing orders for automated conversion of paid in fiat currency for a chosen Virtual Asset, or vice versa, and the subsequent withdrawal of the received Virtual Asset in a supported network to a blockchain destination or the received fiat currency to an external payment account in your name. The standing order shall be deemed valid until canceled by you.
- 8.16. If you have created a standing order and create a new one that conflicts with the previous one, the previous standing order is deemed canceled.
- 8.17. To initiate fiat currency withdrawals, Virtual Asset withdrawals and transfers, exchange transactions, or to create or cancel standing orders, you shall submit your request/order to us via the Application Operator's application. All fiat currency withdrawals, Virtual Asset withdrawals and transfers, and creation and cancellation of standing orders must additionally be confirmed by you through a two-factor authentication (2FA) method provided by us.
- 8.18. The applicable transaction limits are set out in the Restrictions and Limitations, which you acknowledge and agree to. You acknowledge and agree that we may amend these transaction limits at our sole discretion at any time. In addition to these transaction limits, we reserve the right to reject and not process a transaction or transactions if we have grounds to believe that processing the transaction(s) may result in non-compliance with applicable regulatory requirements. We are not required to provide reasoning if we decide not to process your transaction.
- 8.19. You may not use the Services or Third-Party Services to conduct, support, or otherwise facilitate criminal, illegal, or other activity that would breach statutory law or third-party rights. You must not transact with sanctioned persons or otherwise contrary to sanctions imposed by the European Union, United Nations, Republic of Estonia, US Treasury Department's Office of Foreign Control Assets (OFAC), and HM Treasury Office of Financial Sanctions Implementation (OFSI). You acknowledge and agree that failure to comply with the above may result in the immediate suspension of the Services, Third-Party Services, and your User Account, or termination of the Agreement, and/or, where mandated by applicable law or regulatory guidelines, freezing of your Wallet or fiat currency associated with your User Account.
- 8.20. The base currency for the provision of Services is the euro (EUR), meaning that all transactions and settlements are accounted for in their EUR value. A transaction or settlement made with involvement of another fiat currency or Virtual Asset shall be executed at the exchange rates we provide you with through the Platform.
- 8.21. We do not assume any risk from any changes in fiat currency and/or Virtual Assets exchange rates. In the case of a canceled or reverse transaction, we will therefore credit your User Account with fiat currency and/or Virtual Assets of our choice corresponding to the euro value of the transaction at the exchange rate at the time of executing the transaction that was later canceled or reversed.



9. TRANSACTIONS WITH A PAYMENT CARD

- 9.1. The Payment Card is issued, and the respective payment services are provided by a Third-Party Service Provider, Wallester AS (registry code 11812882), a Payment Institution authorized by the Financial Supervision Authority of the Republic of Estonia, according to the applicable Third-Party Service Provider Terms of Wallester AS, which you must agree to before you can use the respective Third-Party Services.
- 9.2. Wallester AS issues both physical and virtual Payment Cards which are available for ordering depending on our arrangements with the relevant Application Operator and the Application Operator's choice. You should consult with your Application Operator to ascertain which Payment Card types are available through the Application Operator's application.
- 9.3. Your successful completion of our identification and verification procedures and our decision to enter into an Agreement with you does not guarantee your eligibility for the Payment Card and respective payment services. You acknowledge and agree that it is at the relevant Third-Party Service Provider's discretion to approve you as its customer for the issuance of the Payment Card and provisioning of respective payment services to you.
- 9.4. You acknowledge and agree that using the Payment Card for payments and withdrawals is not possible within the countries, territories, regions, or jurisdictions listed in the Restrictions and Limitations.
- 9.5. Upon the creation of a Payment Card, issued to you by Wallester AS, you must link your Payment Card with your chosen Virtual Asset in a Wallet issued by us. By linking your Payment Card to a specific Virtual Asset Wallet, you agree that the transactions made with the Payment Card will result in debiting the respective Virtual Asset Wallet based on the value of the Payment Card transaction in euro (EUR) as per the applicable exchange rate at the time of the Payment Card transaction. Linking your Payment Card with your fiat currency associated with your User Account is not possible. An attempt to establish such a link shall be construed and processed as linking the Payment Card to your USDC (USD Coin) Wallet, initiating a standing order for the conversion of your fiat currency for USDC at the moment of each Payment Card transaction, with USDC being the asset deducted from your Wallet for transactions with such a Payment Card.
- 9.6. If you initiate a transaction with a Payment Card issued to you by Wallester AS, your transaction will be completed on the condition that the balance of the Virtual Asset Wallet linked to the Payment Card is sufficient to cover the amount of the Payment Card transaction and applicable fees. You acknowledge that at the time of such a transaction, the transaction is funded from our funds. Therefore, by authorizing your Payment Card transaction, you simultaneously authorize us to perform a set-off and debit the Virtual Asset Wallet linked to the Payment Card amounting to the value of the Payment Card transaction in euro (EUR) as per the applicable exchange rate, and we shall not be required to submit to you a separate set-off notice.
- 9.7. You agree and accept that your Payment Card transaction will be declined if the balance of the Virtual Asset Wallet linked to the Payment Card on the Platform is insufficient to cover the amount of the Payment Card transaction and applicable fees.

10. FEES

- 10.1. We may charge you a Virtual Asset withdrawal/transfer transaction fee. The amount of the fee will depend upon the applicable network fees calculated by LSP EU, in the native currency of your withdrawal, accounting for all costs that may be incurred by LSP EU for maintaining/converting relevant Virtual Assets and fiat currency and/or the logic required to execute such transactions, despite the fact that actual blockchain network fees may be paid in a different currency, displayed to you by the Application Operator and confirmed by you prior to a withdrawal request.



- 10.2. We may charge you a fee if we reject a Virtual Asset deposit into your Wallet and/or return the Virtual Assets. The amount of the fee will depend on the network fees paid by us for processing the withdrawal transaction, and is deducted from the returned amount.
- 10.3. We may charge a fee for asset recovery as specified in clause 8.4.
- 10.4. The Application Operator through whom you access the Platform, Services, and Third-Party Services, may charge you fees for making the Services and Third-Party Services available through the Application Operator's application in accordance with the Application Operator Terms. You authorize us to debit all Application Operator's fees from your User Account in the amounts and frequency (as applicable) as the respective Application Operator has notified us. If you believe that the Application Operator's fees and charges debited from your User Account differ from the fee conditions in the Application Operator Terms, you need to file a direct claim/complaint with the Application Operator; and you agree that we shall not be held liable for any such claims relating to the collection of Application Operator fees.

11. INTELLECTUAL PROPERTY

- 11.1. Intellectual property rights provided in connection with the Services, including, without limitation, our logo and all designs, text, graphics, pictures, information, data, software, and other files and the selection and arrangement thereof are the intellectual property of LSP EU and/or licensed to LSP EU (hereinafter: **LSP EU's IP**).
- 11.2. Your use of the Services shall not be deemed as us transferring any intellectual property to you. You may use LSP EU's IP only to the extent reasonably necessary to use the Services. It is prohibited to resell any of LSP EU's IP, distribute it or display it publicly; modify or otherwise make any derivative uses of LSP EU's IP; or use LSP EU's IP for any other purpose than explicitly allowed under these Terms. You may not illegally use or dispose of the intellectual property rights of LSP EU or any other person during your use of the Services.
- 11.3. We own all rights contained in the name of LSP EU (including but not limited to business goodwill and trademarks, and logos). You may not use, copy, or imitate, in whole or in part, LSP EU's trading name, brand, logo, Service names, and slogans without our prior written consent. All other trademarks, registered trademarks, product names, and company names or logos mentioned through our Services are the property of their respective owners.

12. DATA PROCESSING

- 12.1. To provide Services and make Third-Party Services available to you, we will process your and your representative's personal data as laid down in these Terms and our Privacy Policy.
- 12.2. We are committed to protecting your and your representative's personal data and agree to process such data in accordance with applicable laws and regulations. We implement appropriate technical, organizational, and legal measures to protect such data.
- 12.3. While we process the data collected from you and your representative internally within our organization, we may also transfer such data to the relevant Application Operator, Third-Party Service Providers, and other relevant third parties to the extent it is necessary to provide the Services and make Third-Party Services available to you, as well as to meet our contractual and regulatory obligations. Upon transferring your and your representative's personal data to third parties, we undertake to implement appropriate safeguards to protect such personal data as prescribed in applicable law.
- 12.4. You and your representatives agree to the processing of personal data as set out in these Terms and the Privacy Policy, as amended from time to time.



13. CUSTOMER SERVICE, COMPLAINTS, AND CLAIMS

- 13.1. If you require support about the Services or Third-Party Services or wish to file a complaint, you will need to contact the Application Operator through whom you access the Platform, Services, and Third-Party Services. The Application Operator shall provide you with the necessary customer support or process your complaint under its policies as notified and amended from time to time by the Application Operator. You agree that in case of a support request or a complaint handled by the Application Operator, we may address the request or complaint instead of the Application Operator if we deem this appropriate in a particular case.
- 13.2. If you wish to file a complaint in relation to the Payment Card or challenge a transaction made with a Payment Card, you will need to contact us, and we will forward your complaint or claim to the respective Third-Party Service Provider issuing the card. We may collect the information required to process your complaint or dispute through the Application Operator. The Third-Party Service Provider will process your complaint or claim in accordance with its policies as notified and amended from time to time. If you do not challenge a transaction made with the Payment Card, we may process your complaint or claim instead of the Third-Party Service Provider.
- 13.3. We shall not assume any liability for the actions of the Application Operator and the Third-Party Service Provider in relation to processing your complaint(s) or for the outcome of such proceedings.
- 13.4. Where we process your complaint or claim, we generally respond to your complaint and provide a potential solution within 15 business days after receiving the complaint. However, you agree and accept that we may extend the deadline for responding to your claim to not exceeding 35 business days.

14. TERMINATION OF THE AGREEMENT, REFUND PROCEDURES

- 14.1. You may terminate the Agreement at any time by contacting us via email. Upon receiving the relevant notification, we will close your User Account within a reasonable time. You may also contact the Application Operator to close your User Account.
- 14.2. We may unilaterally terminate the Agreement with immediate effect and without liability to you in the following cases:
 - 14.2.1. you materially breach any provision of this Agreement;
 - 14.2.2. the Application Operator has terminated the agreement between you and the Application Operator, and/or the Application Operator has instructed us to terminate the Agreement with you;
 - 14.2.3. our cooperation with the Application Operator terminates;
 - 14.2.4. in other cases provided in this Agreement or applicable law.
- 14.3. Subject to the requirements of the applicable law, we may be prohibited from providing you with reasons for our termination of the Agreement, however, this does not affect the validity of the termination.
- 14.4. At any time and for any reason at our sole discretion, we may terminate the Agreement, close your User Account and reject all pending transactions without notice and without any liability to you. In such an event, we may give you an advance notice and guide you through the process of withdrawing your Virtual Assets or fiat currency, which may be held by us at the time. We will have no liability or obligation for taking such action.
- 14.5. After your User Account is closed, we may further process your personal data and other data related to your use of the Services if such further processing is allowed or required under applicable law.



- 14.6. Upon the closure of your User Account, and unless otherwise provided in law, you are entitled to a refund of the Virtual Assets in your Wallet or fiat currency associated with your User Account, provided that the net value of the refundable amount (after fees) is at least 1 euro and the amount is greater than the then prevailing blockchain network fees, where blockchain network fees are deducted from the gross amount being sent. If you request a refund of your Virtual Assets in fiat currency, or a refund of fiat currency in Virtual Assets, such conversion and refund will be processed if the amount requiring conversion exceeds the applicable minimum trade value (please refer to the information on minimum trade values [here](#)).
- 14.7. In certain cases provided for in the law, upon the termination of the Agreement, we will transfer your balance only to a bank account registered or having its place of business in a contracting state of the European Economic Area. In such a case, any balance held in Virtual Assets shall be converted into euros prior to the refund. You acknowledge and accept that Virtual Asset balances remaining below the minimum trade value (please refer to the information on minimum trade values [here](#)) will not be eligible for a refund to your bank account.

15. MISCELLANEOUS

- 15.1. **Modification of the Terms.** We reserve the right to modify and restate these Terms from time to time in our sole discretion, and such modification(s) will be effective immediately upon being published on the LSP EU Website, unless a later date is specified in updated Terms. You undertake to monitor any possible changes in these Terms on the LSP EU Website regularly, and your continued use of the Services after such modifications will be deemed to be your conclusive acceptance of all changes to the Agreement.
- 15.2. **Assignment.** You shall not, without our prior written consent, assign, transfer, charge, sub-contract, delegate, declare a trust over, or deal in any other manner with all or any of your rights or obligations under or in connection with these Terms and the Services. We may at any time assign, transfer, charge, sub-contract, delegate, declare a trust over, or deal in any other manner with all or any of its rights or obligations under or in connection with these Terms and the Services.
- 15.3. **Severance.** The invalidity or unenforceability of any provision of the Terms will not affect the validity or enforceability of any other provision of these Terms, all of which will remain in full force and effect. In case of an invalid or unenforceable provision in the Agreement, you and we shall negotiate in good faith to agree on a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.4. **Notices.** You agree that we send all notices and other communication with respect to your use of the Services to your email address provided upon onboarding.
- 15.5. **Third-Party rights.** The Terms do not give rise to any rights to anyone who is not a party to the Terms.
- 15.6. **Governing law.** These Terms are governed by the law of the Republic of Estonia, except for the conflict of laws rule.
- 15.7. **Jurisdiction.** Without prejudice to clause 13, you and we shall attempt to settle all the disputes arising under or in connection with these Terms and the Services by way of negotiations. If negotiations fail, then any dispute, disagreement, or request arising from the Agreement and concerning the Agreement, including its infringement, termination, or invalidity, shall be settled in Harju County Court (*Harju Maakohus*) in Tallinn, Estonia, as the court of the first instance.
- 15.8. **Time zone.** Any references to dates and times are based on Eastern European Time (EET).



16. APPLICATION OF TERMS

- 16.1. **New users.** These Terms shall take effect on 28 January 2026 and shall apply to all new End Users who initiate registration on or after that date, from the moment the Terms are published.
- 16.2. **Existing users.** For existing End Users and those who initiated registration prior to 28 January 2026, this version of the Terms shall also apply from the moment the Terms are published.

If you require more information about the Services and/or Third-Party Services, please get in touch with the Application Operator through whom you access the Platform, Services, and Third-Party Services. The relevant Application Operator's contact details are provided to you as per your arrangements with the particular Application Operator.

Links to previous versions of the Terms

- [Link to Terms published on 21 November 2025.](#)
- [Link to Terms published on 5 February 2025.](#)
- [Link to Terms published on 8 May 2023.](#)