

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. IN RESPECT OF TRANSACTIONS SUBMITTED ON YOUR BEHALF THROUGH THE KEYRAILS PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE. THESE TERMS OF SERVICE ARE SUBJECT TO CHANGE WITH OR WITHOUT NOTICE IN KEYRAILS SOLE DISCRETION. A COPY OF THE CURRENT TERMS OF SERVICE ARE AVAILABLE UPON REQUEST.

- 1) These Term of Service govern transactions submitted on your behalf by a third-party provider ("**Provider**") that has been provided access by Keyrails US Inc ("**Keyrails**") to its platform and related services (each and together, "**Platform**"). You may only transact on the Platform if you agree to these Terms of Service. Transactions submitted on your behalf by a Provider will serve as confirmation of your acceptance of these Terms of Service.
- 2) Keyrails is a technology company based in Delaware, US. Keyrails US Inc does not provide any financial services. Financial services are provided through our regulated and licensed partners and third-party service providers and financial institutions. Keyrails Inc. is registered with the Financial Transactions and Reports Analysis Centre of Canada ("FINTRAC") as a money services business ("MSB"), MSB number M23573916. As a registered MSB Keyrails Inc. is able to provide foreign exchange dealing, money transferring, dealing in virtual currencies and payment services. As a registered MSB, Keyrails Inc. is subject to requirements imposed upon financial institutions to implement policies and procedures reasonably designed to detect and prevent money laundering and terrorist financing. Your access to and use of the Platform is subject to compliance with Keyrail's AML/CTF Compliance Program. Keyrails Digital Sp. Z o.o. is a Virtual Asset Service Provider regulated with the Polish Financial Supervision Authority, license number 5214074369 and is able to provide exchange and custody services.
- 3) By transacting on the Platform you (inclusive of the company on whose behalf you are acting) represent and warrant that at all times:
 - You / company is **not** duly organized and registered in the United States;
 - You / company is not engaged and will not engage or otherwise authorize, facilitate or help others to engage in activities that are illegal, contrary to applicable regulatory requirements, and/or are beyond the risk tolerance of Keyrails, as determined by Keyrails in its sole discretion;
 - You agree to be on-boarded as a client of Keyrails and appoint Keyrails as your agent in respect of transactions executed on the Platform;
 - You agree to provide, or consent to your Provider providing to Keyrails, all required company and/or personal data required by Keyrails to complete its verification and screening requirements.
- 4) You agree to keep all company and personal data current, complete, and accurate at all times. Keyrails may from time-to-time require additional information from you at any time for verification purposes, or for other legitimate business purposes.

- 5) Keyrails, its affiliates, and third-party service providers rely on the accuracy of the information you provide when transacting on the Platform. You may be required to verify information previously provided or provide additional information in the course of your use of the Platform.
- 6) You acknowledge and agree that Keyrails may use and provide the information provided by you to Keyrails affiliates, and third-party service providers to validate the information you have provided and determine your eligibility for access to the Platform.
- 7) When you submit instructions to execute transactions on the Platform, you are giving Keyrails your permission to carry out those orders as your agent, which includes, among other things, acting on your behalf to settle a currency trade or receive settlement for a currency trade. To process orders, you or Provider (on your behalf) must provide Keyrails with full transactional information such as sender, beneficiary, account numbers, wallet addresses, bank names and other information as required.
- 8) You agree that the Platform may not be (a) used for any purpose that is unlawful (b) used for any transaction involving any prohibited activities (see list below), (c) provided to or used for any transaction involving an individual, organization, country, or jurisdiction that is blocked or sanctioned by the United States, including those identified on any lists maintained by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), the U.S. Department of State, United Nations, European Union and the HMT Financial Sanctions List (d) used or by third parties who are not company employees, contractors, or authorized agents of you or the company, (e) copied, modified, adapted or used to create derivative works of or republish the services; (f) reverse engineered, decompiled, disassembled, or otherwise used to attempt to derive the source code of the services; (g) accessed or used for purposes of comparison with or benchmarking against third party products or services or in order to build similar services or competitive services; (h) used to gain or attempt to gain unauthorized access to the Platform; or (i) used for any purpose not related to the business of the company.
- 9) We may terminate your ability to transact on the Platform if we believe you are engaged in any prohibited activities or otherwise as determined in Keyrails' sole discretion.
- 10) We do not guarantee that the Platform will always be offered or available to you. Platform features will change from time to time, and certain services may be discontinued.
- 11) If Keyrails believes, in our sole discretion, that you or any user or other person associated with you has violated these Terms of Service, violated applicable law, engaged in fraudulent or unfair activities, or has otherwise engaged in activities that violate our or others' rights, or created an undue risk of harm for us or others, we may take a number of actions which include, but not limited to:
 - limiting or terminating your ability to transact on the Platform;
 - holding or otherwise restricting a cash or crypto balance, or payments for as long as reasonably needed to protect against the risk of liability or loss, to be determined in Keyrails sole discretion; and
 - taking legal action.

- 12) You acknowledge, understand, and agree that Keyrails will collect, process, and share your data, including with affiliates and third-party service providers, for purposes that include providing the services and complying with our legal and regulatory obligations.
- 13) You acknowledge that Keyrails and its affiliates do not provide legal, financial, tax, IT, compliance, or other professional advice.
- 14) Keyrails is not liable to you for consequential, indirect, special, exemplary, treble or punitive damages or lost profits or revenue, reputational harm, physical injury, or property damage arising from or related to your use of the Platform.
- 15) You are solely responsible for monitoring your account for unauthorized or suspicious activity, and we are not liable to you if you lose your funds due to unauthorized activity.
- 16) We may immediately reject transactions to or from, suspend or terminate, your access to the Platform and/or freeze any funds without prior notice if: (a) we suspect you have violated these terms, our AML/CTF Compliance Program, or any applicable laws or regulations; (b) we are required to do so by applicable law or by any valid order we receive from law enforcement officials; (c) we suspect suspicious or unauthorized activity or any actual or attempted unauthorized access.

THE PLATFORM IS PROVIDED AS IS AND AS AVAILABLE. KEYRAILS DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES OF NON-INFRINGEMENT.

THIRD-PARTY SERVICES ARE NOT PROVIDED OR CONTROLLED BY KEYRAILS. KEYRAILS DOES NOT PROVIDE SUPPORT FOR AND DISCLAIMS ALL LIABILITY ARISING FROM FAILURES OR LOSSES CAUSED BY THIRD-PARTY SERVICES.

KEYRAILS DISCLAIMS ALL WARRANTIES AND DOES NOT GUARANTEE THAT (A) SERVICES AND DATA PROVIDED ARE ACCURATE OR ERROR-FREE; (B) THE PLATFORM WILL MEET YOUR SPECIFIC NEEDS OR REQUIREMENTS; (C) THE PLATFORM WILL BE USABLE BY COMPANY, ADMINISTRATORS, OR USERS AT ANY PARTICULAR TIME OR LOCATION; (D) SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE FROM HACKING, VIRUSES, OR MALICIOUS CODE; AND (E) ANY DEFECTS IN THE SERVICES WILL BE CORRECTED, EVEN WHEN WE ARE ADVISED OF SUCH DEFECTS.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS KEYRAILS, AND OUR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, INDEPENDENT CONTRACTORS, EMPLOYEES, AND AGENTS (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL LOSSES, LIABILITIES, ATTORNEYS' FEES, AND ALL RELATED EXPENSES ("LOSSES"), WHETHER IN

TORT, CONTRACT, OR OTHERWISE, THAT ARISE OUT OF, RELATE TO, OR ARE ATTRIBUTABLE, IN WHOLE OR IN PART, TO A CLAIM, SUITS, OR PROCEEDINGS, BROUGHT BY A THIRD PARTY AGAINST AN INDEMNIFIED PARTY RELATED TO YOUR BREACH OF THESE TERMS OR ANY ACTIVITY BY YOU RELATED TO YOUR USE OF THE PLATFORM.