

USER AGREEMENT

KAURIFINANCE OÜ

Registration code: 14559136

Address: Harju maakond, Tallinn,

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kyc@kauri.finance

Effective from:

30.12.2025

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1. INTRODUCTION

This User Agreement is an electronic agreement between a User who acts on their behalf and self-interest (hereinafter referred to as the User) and Kaurifinance OÜ, a company registered and operating under the legislation of Estonia, registration number 14559136, registered at the address: Jõe tn 2a, Kesklinna linnaosa, Tallinn, Harju maakond, 10112 (hereinafter referred to as the Company and/or the Platform provider), with a special license for the provision of a virtual asset service provider license number FVT000328 issued on 17.11.2020 and updated according to the Estonian AML law concerning the User's use of this Platform as well as all the services, products and content provided by the herewith.

The Company and the User shall be referred to as the Parties when mentioned together and a Party when mentioned alone without specification whether it is referring to the User or the Company.

Payment card service is provided by Quicko sp. z o.o. with its registered office in Tarnowskie Góry, ul. Sienkiewicza 49, 42-600 Tarnowskie Góry, Poland, entered into the Register of Entrepreneurs of the National Court Register under KRS number 350151; NIP: 5213540295, holding a license of a national payment institution (UKNF Register: IP52/2021), <https://www.quicko.pl/> hereinafter referred to as the Payment Card Service Provider. By using our services, the User accepts Quicko sp. z o.o. [Terms of Use](#) and [Privacy Policy](#). Payment Card Service Procedure is specified in detail in the Payment Card Service Procedure for this User Agreement.

The Company provides IBAN service in cooperation with Breinrock LTD and through its platform <https://breinrock.com/>. By using our services, the User accepts the Policies of Breinrock LTD that are published on the same website. Breinrock LTD is a company incorporated in Canada with registration number 10978538, whose registered office address is 100 King Street West, Suite 5700, Toronto M5X 1C7 ON, Canada and which holds a FINTRAC license number M20573902, hereinafter referred to as Breinrock LTD.

The Company may enter into agreements with different Partners for reselling the Company's Services. In this event, the Company remains the ultimate authority for the provision of Services; however, the Partner shall be fully compliant with this Agreement and bear sole liability for non-implementation of the necessary due diligence measures to the final Users.

This User Agreement is a standard formal public offer. While entering into this Agreement, the User accepts this Agreement in full and shall follow the provisions hereof.

Attention: if you do not agree with the terms and conditions of this User Agreement, please do not enter and register at <https://kauri.finance> and do not use its Services hereof. By using the Platform services, you give your consent to be compliant with this User Agreement and AML Monitoring Policy.

Verification of a personal account at <https://kauri.finance> is a confirmation that the User has read the terms and conditions of this User Agreement and AML Monitoring Policy and fully accepts them with possible subsequent amendments and additions hereto.

The User confirms their full acceptance of this formal offer by the following:

- Familiarisation with the terms and conditions of this Agreement and all annexes hereto;
- Enter their KYC information, including inter alia, a username, e-mail address, date of birth, city, and country, into the registration form located in the "registration" tab at the Platform;
- Click the "Send form" button after filling out the registration form.

The registration process is considered complete, and the terms and conditions of this Agreement become binding for the registered User after the User clicks the "Send form" button and a message indicating the successful registration pops up.

This Agreement is considered to be accepted as a public offer and entered into by the User once registered on the Platform. The date and time of acceptance are recorded by the Service automatically and simultaneously with completing the registration process.

The Services can only be used by a User who has completed all the necessary steps required for registration on the <https://kauri.finance/> platform and has been duly registered and verified hereon.

2. DEFINITIONS

Definitions are listed below in the order in which they appear in the text of the current User Agreement.

Account	This means a User account opened, verified and maintained by the Platform Provider in the name of the User to store and transact the User's funds. All terms and conditions hereof remain applicable to inactive accounts, with the restriction on the User to access their Account.
Balance	This means the net amount available at the User's Account on the Platform.
Business Day	This means any day in which normal business operations are conducted between Monday and Friday from 9.30 am to 5.00 pm EET and excludes weekends and Estonian public holidays.
Company	This means a corporate entity with the registered details mentioned above that operates a semi-automated web platform located on the Internet at https://kauri.finance and the Kauri Finance mobile application and acts as an obligated entity in the meaning of the applicable AML legislation.

<p>Confidential Information</p>	<p>This means any non-public information or document concerning the Company’s marketing offer, strategy, financial information, processes, or procedures, i.e. all and any information disclosed by the Company to the User.</p>
<p>Crypto, Crypto-asset</p>	<p>This means a digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology.</p>
<p>Dormant Account</p>	<p>The Company considers an Account to be dormant if no Transactions are performed by the Customer for 6 (six) consecutive months or for any other period of time determined by the Company at its absolute discretion, but in any case, not less than 6 (six) consecutive months. A Dormant Account may be subject to an account maintenance or inactivity fee in accordance with the applicable Fees schedule, regardless of whether the User actively uses the Account or not.</p>
<p>EET (Trading)</p>	<p>This stands for the Eastern European Time Zone. All time parameters applied herein shall be referred to the EET zone.</p>
<p>Fees</p>	<p>All up-to-date Fees applicable to the User’s actions on the Account are displayed at https://kauri.finance/docs/FeesLimitsT.pdf. The Company retains the right to amend/change this Fee list at the Company’s sole discretion at any time.</p>
<p>Fiat, Official currency</p>	<p>This means the official currency of a country that is issued by a central bank or other monetary authority.</p>
<p>Financial Institution</p>	<p>This means any bank/credit/payment/electronic money institution worldwide.</p>

<p>Force Majeure</p>	<p>This means any cause materially affecting the performance by a party of its obligations under this Agreement arising from any act, events, omissions, happenings, or non-happenings beyond its reasonable control including, without limitation, acts of God, strikes, lock-outs, or other industrial disputes, war, riot, fire, flood, or any disaster affecting either one of the Parties.</p>
<p>Funds</p>	<p>This means both virtual currency and fiat money are mentioned together and placed in the User's Account on the Platform. The Funds do not constitute a bank deposit, bear no interest and are not subject to any kind of state guarantee scheme.</p>
<p>Order</p>	<p>This means a User's instruction to a Company to conduct a Transaction.</p>
<p>Personal data</p>	<p>This means any information concerning a User that is obtained directly by the Company via the Platform, including identification details, and financial data of a personal nature, which can apply to the Transactions carried out on the Platform.</p>
<p>Platform</p>	<p>Platform means exclusively:</p> <ul style="list-style-type: none"> (a) the official website https://kauri.finance; (b) official mobile applications published and operated by the Company under the KAURIFINANCE brand. <p>For the avoidance of doubt, any third-party websites, applications, messengers, APIs, partner platforms or other external interfaces are not considered part of the Platform unless explicitly designated in writing by the Company.</p>
<p>Safeguarding account</p>	<p>This is a special type of segregated account opened with a Financial institution.</p> <p>An institution with the main function of segregating Users' money from the Operational funds and to block access to this money by third parties, thus safeguarding the Users' funds.</p>
<p>Services</p>	<p>This means the Platform products are supported and provided by the Company and its partners or third parties to the User under this Agreement.</p>

Settlement	This means any Transaction initiated by the User and completed by the Company.
Special AML regulations	<p>This means the following legal acts:</p> <ul style="list-style-type: none"> - the Estonian Money Laundering and Terrorist Financing Prevention Act (MLTFPA); - the Estonian International Sanctions Act (ISA); - the Estonian Financial Intelligence Unit's general guidelines regarding measures against money laundering, terrorist financing, and regarding implementation of international sanctions; - Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU (AMLD5), - Other applicable acts and regulations in the AML field.
Start date	This means the date when the User registers and verifies their identity on the Platform.
Third Party	This means any party not involved in the primary business operations flow or providing supporting services to the Platform's Users.
Transaction	This means either exchange of virtual to fiat or vice versa, or any transfer of virtual currency from the User as a payer to the recipient and vice versa electronically using the Platform, or any card payment operation, or a fiat funds operation executed via IBAN.
User	This means a User of the Company who has registered and duly verified their identity on the Platform. The User can be either an individual or a corporate entity.

User Interface	This means the User's Account menu, including the User's personal and financial data, available Services, and the support channel.
Virtual Currency Exchange	This means an online opportunity to buy, sell, and exchange fiat currency (US dollars, euros, etc.) for virtual ones (Bitcoin, Ethereum, etc.), and vice versa.
Virtual Currency Wallet, Custody and administration of crypto-assets	This means the safekeeping or controlling, on behalf of clients, of crypto-assets or of the means of access to such crypto-assets, where applicable in the form of private cryptographic keys.
Fiat Wallet Service	Fiat Wallet Service means the Company's full support of the User's wallet, including creating and handling credentials for this Wallet in fiat. This Service is provided by third parties of the Company.
Web3 Wallet	This means a private non-custodial wallet with private keys available solely to the User.

3. GENERAL PROVISIONS

3.1. This Agreement regulates the relationship between the User and the Company regarding the Services provided on the Platform to the User and supersedes all other agreements between the Company and the User.

3.2. This Agreement does not supersede the current legislation of the countries of registration and location of the Services provision and/or the User, as well as the contractual relationship between the User and the Service providers mentioned and not mentioned herein.

3.3. The Company does not render Services and does not allow registration of personal accounts for individuals under the legal age of majority by the laws of the residential country.

3.4. The User hereby confirms that while using the Platform, they are not the subject of any insolvency proceedings, they have the full legal capacity (as defined in their jurisdiction) to enter into a binding contract, they are not under the influence of alcohol, drugs, psychoactive, toxic or other intoxicating substances.

3.5. It shall be the sole User's liability to conform with the laws applicable to the Services in the User's jurisdiction.

3.6. The User expressly acknowledges and agrees that all actions, transactions, Orders, instructions, and operations involving the User's Account, Funds, or Services may be performed exclusively through the Platform. Any actions attempted outside the Platform, including but not limited to via third-party websites, applications, messengers, emails, APIs, or intermediaries, shall have no legal effect, shall not be recognized by the Company, and shall be performed solely at the User's own risk.

3.7. Under this Agreement, the Company undertakes to:

3.7.1. open an Account for the verified User and support it;

3.7.2. deposit the Funds to the User once sent to the User from the external source

- 3.7.3. transact the Funds when the User initiates the Payment;
 - 3.7.4. keep records of the Balance of the User's custodial wallet and Account;
 - 3.7.5. execute Users' Orders promptly in accordance with all applicable AML procedures;
 - 3.7.6. keep Users' funds in a Safeguarding account segregated from the Company's funds;
 - 3.7.7. perform other duties provided for by this Agreement.
- 3.8. Under this Agreement, the User undertakes to:
- 3.8.1. before utilising any type of Services listed herein, accept the present Agreement and familiarise themselves with the text of the present Agreement in full,
 - 3.8.2. not to utilise any type of Services if the Agreement is not acceptable at any point listed herein,
 - 3.8.3. open an Account for the Funds belonging exclusively to them unless otherwise agreed,
 - 3.8.4. transact on the Account only the permitted transactions and utilise the Services in a usual business manner,
 - 3.8.5. be compliant with all applicable AML regulations and provide the Company with all and any documents, accordingly with the AML Monitoring Policy, participate in procedures of the EDD upon request of the Company to support the activities conducted on the Platform,
 - 3.8.6. perform all operations following the terms of this Agreement and pay the Company's Fees,
 - 3.8.7. declare and pay all taxes applicable to the User's operations on the Platform.
- 3.9. The User may deposit any amount of Funds to their Account on the Platform. However, the AML regulations may apply to some transactions made by the User.
- 3.10. To withdraw the fiat Funds from the Platform, the User must have a settlement account in a Financial Institution. This account must be opened solely in the User's name. The User must be authorised to freely handle such accounts and the funds contained therein (if any).
- 3.11. The User retains the right to transfer their own Funds (both fiat and crypto) they gained and stored in their Account on the Platform within the limits available for each withdrawal in the Account before placing the withdrawal Order.
- 3.12. No special agreement shall be made for the User's Funds' deposits and withdrawals to/from the Platform. The best business/transaction practices shall apply hereto.
- 3.13. The Company shall not be responsible for providing any statement of account in order to complete the User's requirements. The Company may provide the User with a certificate with the details and confirmation of the account information. All information applicable to the User's account and transactions thereof shall be available to the User in full in their account on the Platform.
- 3.14. The Company reserves the right to charge an account maintenance fee and/or inactivity fee in accordance with the applicable Fees schedule, including in cases where the User does not actively use the Account, perform Transactions, or access the Platform. Such fees may be debited automatically from the User's Account balance. The User acknowledges and agrees that the absence of activity on the Account does not exempt the User from applicable maintenance or service fees.
- 3.15. The Parties confirm that acceptance of the electronic form of this User Agreement has the same legal force as a hard-copy agreement.
- 3.16. The Company reserves the right to unilaterally amend/change this Agreement. It shall be the sole responsibility of the User to follow the applicable version of the Agreement on the Platform or to promptly notify the Platform Provider in writing if they do not accept the updated version of the User Agreement.
- 3.17. The Company is not liable for the Transactions with the Funds performed using the User's

Account if the Account was accessed using the User's login/password, i.e. credentials to log into the Account. It shall be the sole responsibility of the User to keep the credentials safe from the access of third parties. The User must inform the Company's support of the credentials' loss at their earliest convenience, and the Company will apply all best efforts to keep the Funds safe. If the Funds get lost, the Company bears no responsibility but tries its best to search for the Funds.

3.18. Under the terms and conditions set herein, the Company can collect some essential User data. All these procedures shall be done in strict conformance with relevant legislation and in a manner prescribed in the Confidentiality and Personal Data Protection Policy and Privacy Statement.

3.19. This Agreement is terminated from the moment the User's Account is closed on the Platform. To terminate the Agreement, both Parties shall follow the provisions hereof.

3.20. The Company may close the Account and the Agreement shall be terminated in the following cases:

3.20.1. according to the conditions prescribed hereof or in case of total closing of the Platform.

3.20.2. if the User has not logged into the account for 1 year.

3.21. The Company retains the right to unilaterally restrict any part of Services or refuse to provide any Service in full and terminate this Agreement if the User:

3.21.1. violates any of the clauses of this Agreement,

3.21.2. is not compliant with the applicable AML laws,

3.21.3. misbehaves in other cases or does not properly cooperate with the Company.

3.22. The Account may also be closed and the Agreement may be terminated at the Company's sole discretion without any explanation to the User.

3.23. To terminate this Agreement, the Company sends to the User's registered email a termination notice at least 10 days prior to the Agreement termination. The notification is deemed to be delivered and enforceable straight from the moment when sent to the User. It is the sole responsibility of the User to monitor their email inbox.

3.24. Once the User receives the Agreement termination notice, they must withdraw the Funds to the Account outside of the Platform within 5 days from the termination notice. If the User does not withdraw their funds on a termination date, the Company may withdraw these funds from the User's account in fiat to the account in a Financial Institution.

3.25. The User retains the right to terminate this Agreement in any case at their own discretion. Before termination of this Agreement, all the previous obligations undertaken by the User against the Company must be completed in full.

3.26. To terminate this Agreement, the User shall send a written notification to the Platform's support team via email 10 days before the Agreement termination. The User must withdraw all their Funds and complete all their obligations to the Company before the Agreement is voluntarily terminated on their side.

3.27. When/if either the User or the Company terminates the business relationship with the Company, the User must withdraw their funds at their earliest convenience but not later than 5 business days after the termination notice.

- 3.28. If the User terminates the business relationship and the User does not withdraw the Funds placed on the Platform, the Company may block and freeze them until the User requests their transaction to the external Account.
- 3.29. If the Company terminates the business relationship due to AML reasons, the Company may block the Account for the period and on the terms specified in the applicable AML regulations.
- 3.30. If the User, after being warned about closing the Account in the manner prescribed by this Agreement, does not contact the Company and there is no option to transfer the funds to the User's account in a financial institution, the User's Account shall be considered Dormant. Upon expiration of the established limitation period of 6 months, the special holding Fee for Dormant Accounts shall apply. When the Fee applied makes the Account balance zero, the Account shall be closed.
- 3.31. If the Account was closed due to AML-related reasons, the Company shall attempt to transfer the remaining funds to a credit institution (not a financial institution) licensed in the EU/EEA or in a third country with AML/CFT requirements equivalent to those of the EU.
- 3.32. If the Account was closed for other reasons, the Company may, at its discretion, return the remaining funds in fiat or in virtual currency, depending on the circumstances and the available withdrawal options.
- 3.33. Once the Agreement with the User is terminated, the Company shall retain all the User's files for 5 years unless otherwise specified by the applicable AML regulations.

4. SUPPORT OF THE SERVICES

- 4.1. The Company shall do whatever is necessary to correct any Services' dysfunction that may not comply with the declared Platform's technical and operational specifications, provided that the User has complied with the required conditions and used the Services following the provisions hereof.
- 4.2. Service Support means the following:
- 4.2.1. The Company provides the User with technical assistance and support services on Business days;
 - 4.2.2. The User must provide the information and data in its possession to the Company's support staff as soon as possible to facilitate the Platform's identification and correction of faults;
 - 4.2.3. Once the User meets any technical fault on the Platform, they contact the Company's support staff via email or through the Platform;
 - 4.2.4. The Company's support staff shall eliminate a technical problem preventing the use of the Services as soon as possible;
 - 4.2.5. During the period of technical problem resolution, the Services might be unavailable to the User; the period of corrective maintenance will end as soon as the faults have been corrected. Meanwhile, all the User's Funds stored on the Platform remain safe and secure;
 - 4.2.6. Whatever happens, the Company undertakes to prioritise the correction of these faults and make every effort to resolve problems as soon as possible and make the Platform available to the User as soon as possible.
- 4.3. The User shall have access to make reports of all the Payment transactions carried out on the

Platform on their own. If necessary, the Company may, but is not obliged to, provide the statement under the requirements of the User.

4.4. For five years from the termination of this Agreement for whatever reason, the Company retains all the data (personal, financial, and compliance) provided by Users as required by the applicable AML and Data Protection legislation. The Company may be required to retain this or any other information for various periods under its legal and regulatory obligations for longer periods.

4.5. The Company may disclose client data to third parties only in accordance with applicable legislation and for the purposes of providing its services. This includes disclosure to service providers or partners who, under contractual arrangements, may access full client information and have the technical ability to perform certain actions such as initiating changes or recalling transactions on behalf of the Company.

4.6. All data placed by the User on the Platform shall be saved, controlled, and processed by the GDPR and the Company's Privacy Policy.

5. ORDERS

5.1. To be able to deposit the Funds into the Account, the User has to pass verification procedures. Once the procedures are passed, the Services shall become available to the User. Some services may require additional verification and may not be available to some geographical regions.

5.2. The User may deposit the Funds in all currencies listed on the Platform. The list of currencies available on the Platform shall become available to the User after logging into the Platform in the User Interface.

5.3. The Company may request any information / additional evidence/documents from the User for the Funds on the Platform before making any transaction hereof. If the User is not compliant with this issue and/or does not reply to the Company's compliance requests, the Company may suspend or block the Account without giving any notice or the right to compensation to the User.

5.4. The Company retains the right to engage third-party contractors who hold the necessary licenses and certificates to process the User's personal information as a controller, and the User grants the Company their consent to this process.

5.5. The Company applies Fees to the Transactions committed on the Platform. The Fees are subject to change at the Company's sole discretion, but they are shown before the User places their Transaction Order. The Fees can be deducted automatically from the User's account in any currency available there.

5.6. If any of the Orders are cancelled for reasons beyond the Company's control, the deposited Funds shall be returned to the User in the original fiat or cryptocurrency, provided there are no restrictions imposed by third parties that would prevent such return.

5.7. The User acknowledges and agrees that the Company is not a bank or other depository institution. The User's account is not a deposit or bank account, and the Funds (including digital assets) held with the Company are not insured against loss and are not protected by any government-backed insurance scheme, including but not limited to the Federal Deposit Insurance Corporation (FDIC), the Securities Investor Protection Corporation (SIPC), or any similar

protection scheme in any jurisdiction.

5.8. Due to blockchain technology, every completed Transaction carried out by the User's Order is considered to be irrevocable, i.e. it cannot be cancelled by the User after its completion by the Company. If the User makes a mistake while completing the Transaction order, the User shall be solely responsible for such action and may not submit any claims regarding the wrong Transaction execution. If the User sends funds to the wrong address or uses the wrong network, the Company shall not be liable for such User's misbehaviour and may offer the User the Company's support only on a case-by-case basis, applying the extra fees for such assistance.

6. SCOPE AND DETAILED DESCRIPTION OF THE SERVICES

6.1. Namely, the Company renders Services which consist of:

- Crypto Wallet service (custodial wallets) -
- Crypto Wallet service (non-custodial wallets),
- Virtual currency exchange service,
- Virtual currency transfer service,
- Safekeeping of Crypto Assets,

Services involving fiat currency, safekeeping, custody, or payment processing are provided solely by the Company's authorised third-party partners, whose details and terms may be disclosed separately.

6.2. Custodial Wallet Service

6.2.1. Once verified, the User instructs, and the Company agrees to register a custodial Wallet for the User for all their further transactions on the Platform.

6.2.2. Deposits to the Wallet may be done in all currencies listed on the Platform. Fiat funds shall be transferred to the Platform only for the application of the Platform's services.

6.2.3. All information regarding the User's Funds available on the Platform shall be clearly shown in the User Interface on the Platform.

6.2.4. The User may ask the Platform's support to provide them with a statement on their custodial Wallet on the Platform.

6.3. Web3 Wallet (Self - And Non-Custodial Wallet Service)

6.3.1. The credentials for the Web3 Wallet are generated automatically by the Platform, and the Company has no access to them.

6.3.2. While utilising the Web3 Wallet Service, only the User keeps the credentials to the Wallet. The Company is not responsible for the safety of these credentials. If the access is lost, the Company cannot help the User to recover access to the Wallet and the funds stored therein.

6.3.3. The Company can support the User only with general technical issues and faults originating from the Web3 Wallet Service usage.

6.3.4. The Company provides only technical support to the Web3 wallet, has no access to the Funds stored herewith, and does not apply any AML procedures to the mentioned Funds.

6.3.5. The User is required to pay all fees associated with transactions to and from the Web3 Wallet.

6.4. Virtual Currency Exchange

6.4.1. To initiate an exchange in virtual currency, the User places a corresponding Order on the Platform using the currency pairs available in their User interface on the Platform.

6.4.2. The exchange rate applied hereto shall also be available to the User at the moment of the Transaction.

6.4.3. The Exchange Order cannot be recalled by the User by any means.

6.5. Virtual Currency Transactions

6.5.1. Virtual Currency transactions consist of virtual currency exchange via currency pairs listed on the Platform and Virtual Currency payments to third parties.

6.5.2. The User initiates the transactions by placing an Order in their Account. The Company processes this Order immediately but not later than 24 hours from the Order placement time. The Order processing time may take longer for reasons beyond the Company's control.

6.5.3. The Company has the right to cancel the Transaction currently being processed and return the Funds to the User in case of situations prescribed by the applicable legislation and the Company's internal procedures.

7. **LIMITATION OF LIABILITY**

7.1. The Parties shall be liable only for the direct damages they may cause to each other. The Parties can in no circumstances be held liable for any indirect losses they may cause.

7.2. The User's funds shall be treated as follows:

7.2.1. The User's Funds placed on the Platform are protected from the claims of the Company's other users' creditors.

7.2.2. The Users' Funds deposited to the Platform shall be segregated from the Company's own funds and shall not be included as part of the assets of the Company in its capacity in the event of its liquidation, bankruptcy, or any other situation affecting its creditors' rights.

7.2.3. At no time do Users lose their ownership rights to the Funds placed on their Account on the Platform. The Platform does not acquire any proprietary rights to these Funds and maintains them segregated from its own corporate funds.

7.2.4. However, where fiat services are provided by third-party partners (e.g., via IBAN accounts), such partners may, in accordance with their own terms and applicable laws, have the technical ability to initiate recalls or other actions affecting the Funds.

The Company shall not be held liable for any such actions carried out by third-party providers.

7.3. For reasons linked to the legislation concerning the prevention of fraud, money laundering, and the financing of terrorism, the Company maintains constant vigilance over all payment transactions effected via the Company.

7.4. With its payment order authorisation platform, the Company offers an anti-fraud module including the 3D Secure payment security protocol covering any credit or debit card transaction. Depending on the amount of the transaction, this authentication system is flexible and allows the selection of criteria based on the payment source.

7.5. Virtual currencies (crypto-assets) available on the Platform do not constitute legal tender.

Although certain crypto-assets are regulated under applicable laws — including Regulation (EU) 2023/1114 on Markets in Crypto-Assets (MiCA) — they are not official currencies and are not issued or guaranteed by any central bank or public authority.

7.6. The Company is not a bank, credit institution, or depository institution. The User's Account is not a deposit or bank account. Crypto-assets and other funds held in the User's Account are not covered by insurance against losses and are not protected by any deposit guarantee scheme or investor compensation scheme, including protections offered by the Federal Deposit Insurance Corporation (FDIC), the Securities Investor Protection Corporation (SIPC), or any comparable scheme in the EU or elsewhere.

8. PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM

8.1. The Company is subject to all Estonian regulations governing the prevention of money laundering and the financing of terrorism.

8.2. Under the provisions of Estonian laws concerning the participation of financial institutions in combating money laundering and the financing of terrorist activities, for any transaction or business relationship, the Company is required to ascertain from every User the source, purpose, and destination of the transaction or Wallet. Additionally, it must carry out all necessary investigations to check the identity of the User named on the Wallet and of the beneficial owner, if necessary.

8.3. These investigations form a part of the Company's general terms and conditions for using Funds and are accepted by the User before using the service.

8.4. The Company retains full and exclusive authority to monitor and assess all transactions conducted on the Platform for the purposes of compliance with applicable laws, including anti-money laundering and counter-terrorist financing (AML/CTF) regulations. The Company may use automated and manual systems, risk scoring tools, and third-party service providers to carry out such monitoring.

8.5. The User undertakes to cooperate with the Company upon request by providing, without undue delay, any documents, information, or clarifications required for transaction verification, due diligence, or compliance assessments.

8.6. For the purposes of compliance with applicable anti-money laundering, counter-terrorist financing, tax transparency, and regulatory reporting obligations under European Union law, including but not limited to Directive (EU) 2015/849 (as amended), Directive (EU) 2018/843, Regulation (EU) 2023/1114 (MiCA), and other applicable legal acts, the Company may be required to collect, verify, and process additional information about the User.

Such information may include, without limitation:

- tax identification number (TIN) or functional equivalent;
- tax residency and/or multiple tax residencies;
- citizenship and country of incorporation (for corporate Users);
- source of funds and source of wealth;
- information required for regulatory, supervisory, or tax reporting purposes.

8.7. The User undertakes to provide accurate, complete, and up-to-date information upon the Company's request and acknowledges that failure to provide such information may result in the suspension, restriction, or termination of the Account and/or Services in accordance with applicable law.

8.8. The User acknowledges that the Company may suspend, block, or reverse transactions, or restrict access to services, if any activity appears suspicious, unusual, or inconsistent with the User's

profile or applicable regulations.

8.9. Upon the Company's request, the User shall promptly provide any documents, data, or information reasonably required by the Company to comply with its legal, regulatory, or supervisory obligations. This may include, but is not limited to, periodic reports, transaction details, identification documents, and other relevant records. The User agrees to cooperate fully and in good faith with such requests, including responding within the timeframes specified by the Company.

8.10. The User acknowledges that the Company is entitled to implement and operate monitoring systems and procedures to prevent money laundering, terrorist financing, and other illicit activities in compliance with applicable laws and regulations.

8.11. The User unconditionally agrees to cooperate with the Company in connection with such

systems, including providing any information or documentation reasonably requested to facilitate effective monitoring and compliance.

8.12. The User acknowledges that, in the absence of sufficient details about the purpose or nature of transactions and purchases, the Company may at any time restrict the functionality, stop or postpone the use of the services, access to the Platform, or the carrying out of transactions and purchases based thereon. It is aware that a payment transaction carried out via the Company may be subject to being communicated to the national financial intelligence unit in Europe. No legal proceedings or civil liability action may be brought or professional sanction pronounced against the Company, its authorised representatives, its managers, or its employees who have in good faith stated their suspicions to their national authority.

9. INTELLECTUAL PROPERTY

9.1. The Company hereby grants the User, subject to standard and legal guarantees, a license for the personal and non-exclusive use of the Interface and its operating applications (hereinafter referred to as "the Rights") for the entire duration of the Company Platform Usage.

9.2. The usage license is personal and non-transferable to third parties.

9.3. The Company certifies that it retains complete ownership of the granted rights mentioned herein, the right to dispose of them, and to freely grant licenses thereof to whomever it chooses.

9.4. It declares that it has not incurred any obligation or agreed to any condition that limits its freedom to exploit the rights. The Company therefore indemnifies the User and any of its assignees against all disputes, claims, or loss of rights due to third-party actions. It consequently guarantees the User the peaceful enjoyment of the rights on which the usage license is based.

9.5. The Company undertakes vis-à-vis the User to uphold these rights and to defend or co-defend them against any infringements thereof.

10. APPLICABLE LAW AND DISPUTE RESOLUTION PROCEDURES

10.1. This Agreement shall be governed by and construed by the laws of Estonia and the European Union, where applicable.

10.2. The Parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between senior executives of the Parties, who have the authority to settle the disputes. An independent arbitrary/mediator may be involved in the dispute resolution procedures if none of the Parties involved claims against it.

10.3. If the Parties fail to reach an agreement, the disagreement is settled by the County Court of the Republic of Estonia.

THE COMPANY RESERVES THE RIGHT TO AMEND THIS USER AGREEMENT AT ANY TIME, INFORMING THE EXISTING USERS ABOUT IT PRIOR TO 1 MONTH, AS WELL AS PROVIDING OTHER SERVICES ACCOMPANYING THE SERVICES MENTIONED HEREIN.

If there are any questions regarding this Agreement or the Services provided by the Company, you may reach our Support Team at support@kauri.finance.