

TERMS OF BUSINESS

1. SCOPE AND APPLICATION OF THESE TERMS

- 1.1. These Terms of Business (hereinafter the „**Terms**“) shall apply to govern relationship with you (hereinafter the „**Customer**“, „**Client**“, „**You**“) when utilizing the services provided by Columis, which is operated by the company CHRONOS GLOBAL UAB (company code 305947127, address: Konstitucijos pr. 26, LT-08131 Vilnius Lithuania), a company duly registered with the Centre of Registry of the Republic of Lithuania. Columis has also notified the Lithuanian Financial Crimes Investigation Service (FCIS), operating under the Ministry of the Interior of the Republic of Lithuania, on its operations. Our credentials are listed and verifiable through the following official registries: [Virtual Currency Exchange Operator](#) and [Depository](#) [Virtual](#) [Currency](#) [Wallet](#) [Operator](#) (hereinafter „**Columis**“ and „**Us**“).
- 1.2. Unless otherwise stated in the relevant contract or confirmation note or otherwise expressly notified to You, in executing services, Columis offers Customers to open Columis account (wallet) on the Columis platform, which can be accessed via website www.columis.com (hereinafter the „**Website**“) or Application (hereinafter the „**Platform**“) to perform crypto-asset transfers and to enable the conversion between fiat currency and crypto-assets as well as among different crypto-assets by executing Your orders on Your behalf (hereinafter the „**Services**“). Columis reserves the right to offer debit cards or other purchase programs. Columis reserves the right to offer other products or other purchase programs. Columis reserves the right to add other means of payment or other services / products in the future.

IF YOU DO NOT ACCEPT THE TERMS OUTLINED BELOW, YOU MAY NOT ACCESS THIS SITE NOR USE THESE SERVICES.

- 1.3. By visiting or accessing the Website, You agree that You have read and accepted these Terms, as well as our Privacy Policy and other documents that may be related to Service provision, published on the Website.
- 1.4. You may always access or request an electronic copy of the Terms in an online format or as a downloadable PDF.
- 1.5. If You do not agree to be bound by these Terms, You will not be permitted to access or use the Service(s) and must leave the Website immediately. We reserve the right to change, modify, or otherwise update the terms and conditions contained in these Terms, including but not limited to any policy or guideline of the Platform that forms part of these Terms, at any time and at Our sole discretion (hereinafter the „**Updated Terms**“). The Updated Terms will be effective upon actual, constructive, or inquiry notice (hereinafter the „**Notice Date**“). We will inform you of any upcoming amendments by email and through the the Website at least 7 (seven) days in advance.

- 1.6. If You do not agree to be bound by the Updated Terms, your sole and exclusive remedy will be to close Your account within 7 (seven) days of the Notice Date and your access or use of the Service(s) will be permitted only to the extent necessary to immediately close Your account. You acknowledge that You may close Your account without making any trades or transactions using the Service(s), and that any such actions are not necessary to close Your account. Your non-termination or continued use of the Website or Service(s) after such 7 (seven) days period will constitute Your acceptance of the Updated Terms as of the Notice Date.
- 1.7. By accepting these Terms you acknowledge that VALUE OF CRYPTO-ASSETS MAY FLUCTUATE SIGNIFICANTLY AND THERE IS A SUBSTANTIAL RISK OF ECONOMIC LOSSES RELATED WITH CRYPTO-ASSETS. BY MAKING USE OF THE COLUMIS SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF CRYPTO-ASSETS; (2) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF THE COLUMIS SERVICES AND TRANSACTIONS OF CRYPTO-ASSETS; AND (3) COLUMIS SHALL NOT BE LIABLE FOR ANY SUCH RISKS ATTACHED THERETO OR ADVERSE OUTCOMES.
- 1.8. These Terms and any terms expressly incorporated herein apply to Your access to, and use of, any Service(s) provided by Us. These Terms do not alter in any way the terms or conditions of any other mutual agreement You may have with Us for products, services or otherwise.
- 1.9. We encourage You to thoroughly review the Terms to ensure You understand the terms and conditions that apply to Your access to, and use of, the Website and Service(s). If You have any questions regarding the use of the Website or Service(s), please contact support@columis.com.

2. SERVICES

- 2.1. Columis provides the services set out under these Terms which include the following:
 - 2.1.1. **Provision of crypto-assets custody (crypto-asset wallets).** We offer custody services in conjunction with other Services, to expedite and facilitate the acquisition and/or disposal of crypto-assets. You will receive a statement of holdings at least once every quarter and at Your reasonable request, indicating the crypto-assets held with Us, Your balance, the value and any transfer of crypto-assets during the period concerned;
 - 2.1.2. **Provision of transfer services of crypto-assets** (hereinafter the „Transfer Services“). This involves conducting a transaction on behalf of a third party that involves the movement of crypto-assets from one address/ account to another address/ account. The Transfer Services relies on blockchain technology to provide a secure, transparent and decentralised ledger to record and verify transactions. This is provided as follows: (a) by initiating the transfer, which provides the sender to generate a transfer request, which will require a digital signature for authorisation, (b) by broadcasting the transaction, thus sending it to the blockchain, (c) transaction validation, through blockchain technology such transaction is validated and processed, and (d) transaction finalisation, the

transfer would conclude by crediting the respective wallet address allowing for the respective parties to verify the transaction details;

- 2.1.3. **Provision of crypto-asset conversion from fiat to crypto-assets and vice-versa by executing orders of Yours.** This involves the receipt by Us of an order to buy, sell or subscribe to crypto-assets from You and the execution of that order on behalf of you with execution venue;
- 2.1.4. **Deposit and withdrawal of crypto-assets and / or fiat funds to and from the Columis Account.** This involves possibility of depositing Your Columis Account with fiat and / or crypto-assets as well as withdrawing all of such funds from the Columis Account;
- 2.1.5. **Possibility to obtain physical of virtual prepaid Columis card,** which is maintained by our partner UAB "Pervesk", legal entity code 304186270, registered address: Gedimino av. 5-3, LT-01103 Vilnius, Lithuania (e-mail address: info@pervesk.lt), acting as an electronic money institution licensed in the Republic of Lithuania (electronic money institution license No. 17, Issuing and Supervisory Authority – Bank of Lithuania, www.lb.lt) (hereinafter – the „Card Issuer“).
- 2.2. You acknowledge that: (i) Columis is not a bank, electronic money or payment institution or brokerage firm and the Services provided are facilitation services rather than payment services; and (ii) Columis is not acting as a trustee, fiduciary or escrow with respect to Your crypto-assets or funds but is acting only as a Service provider by initiating crypto-asset transactions or by sending and receiving crypto-assets.
- 2.3. You agree that We may change or suspend any or all of the Service(s) at any time. Please see Section 15 for more information.

3. GENERAL TERMS OF SERVICE

Information Accuracy

- 3.1. We make reasonable efforts to ensure the accuracy of the information on the Website and to give You prior notice of any material change to the information of the Website, the information and content on the Website are subject to change without prior notice and are provided for the sole purpose of assisting You with making independent decisions.
- 3.2. We take reasonable measures to ensure the accuracy of the information on the Website, however, We do not guarantee the accuracy, suitability, reliability, completeness, performance and/or fitness for purpose of the content of any of the Service(s) or products available through the Website and, to the extent permitted by law, will not be liable for any loss or damage that may arise directly or indirectly from the content on the Website, Your inability to access the Website, or any delay in or failure of the transmission or receipt of any instruction or notifications sent through the Website. We will not be liable, to the extent permitted by law, for any use or interpretation of such information.

Availability of the Service(s)

- 3.3. By using the Service(s), You acknowledge and agree that the Service(s) are provided within the Platform according to its current technological and operational capacity. While We make reasonable efforts to ensure continuity and security of the Service(s), We are unable to completely foresee and eliminate all legal, technological and other risks including but not limited to force majeure, virus, hacker attack, peak demand, volatility, heavy trading, systems upgrades or maintenance, system instability, flaws in third-party service, acts of government, third party actions, or other reasons that may result in Service interruption, data loss or other loss or risk. You agree to and acknowledge the possibility of a discontinuity or disruption of the Service(s) and that, subject to these Terms, We will not be liable to You or any third party if You are unable to access Your Account(s) or use the Service(s).

Authorized Instructions

- 3.4. Columis shall be entitled to rely on, and treat as binding, any agreements, orders or instructions Columis reasonably believes to be by or from you or your authorized person (whether received by electronic mail or in writing or as otherwise agreed between the parties from time to time) which Columis has accepted in good faith. Columis may refuse to follow your instructions if in our opinion, compliance therewith would be contrary to any applicable law, rule, regulation, regulatory requirement, or market or code of practice or to do so would, in Columis 's bona fide opinion, be unreasonable in the circumstances. If Columis declines to follow your instructions it shall, subject to applicable law, promptly notify you but shall have no liability for any expense, loss or damage you incur by reason of any omission so to do.

Fees and Costs

- 3.5. Fees may be incurred for certain Service(s) provided to You. You agree to pay the applicable fees in accordance with our fee schedule as published on the Website and as may be amended from time to time. We may change the fees for any Service(s) from time to time, at our sole discretion. Please see Section 10 for more information.
- 3.6. In order to access the Service(s), You must prepare and bear costs for such as internet-connected device capable of securely accessing the Website (i.e., computer), internet access, any other equipment, software, or assistance needed to securely access the Site and Service(s).

Account Security

- 3.7. We will never ask You to reveal any passwords or keyphrases, nor will We ask You to transmit any funds or crypto-assets (hereinafter "Assets") to bank accounts or addresses that are not listed on our Platform. Do not trust any discount or promotions-related information that is not accessed through the Website. To the extent permitted by law,

We will not be responsible for any losses caused by transmitting funds or crypto-assets to bank accounts or crypto-asset addresses that are not listed on the Website. Please see Section 6 for more information.

User Information

- 3.8. We may, and in some instances are required by law to, investigate and determine the background and purpose behind Your use of the Service(s). You are required to provide comprehensive, up-to-date, and accurate information when requested by Us. You shall also keep Your contact information updated at all times and We will not be responsible or liable for Your failure to do so.
- 3.9. If We have reasonable grounds to suspect that any information You provide is inaccurate, We may temporarily or permanently restrict Your access to some or all of the Service(s) provided by Us. In the event that We temporarily or permanently restrict Your access to some or all of the Service(s), We will not be liable to You or any third party as a result of such restriction(s).

Custody Arrangements

- 3.10. We keep a register of positions opened in the name of each client opting for our custody services. We ensure that the crypto-assets of our clients are held separately from our own crypto-assets. Our Custody Policy aims to ensure that our custody services remain in with applicable laws, regulations, ICT standards and best practices. The primary objective of our Custody Policy is to: (i) protect crypto-assets; (ii) minimize the risk of a loss, fraud, theft, cyber threats or negligence; and (iii) prevent the unauthorised use of crypto-assets. A summary of our Custody Policy, which includes segregation principles we apply, may be accessed [here](#).
- 3.11. Crypto-assets held with us may be pooled with those of other clients. By empowering Fireblocks technical solution, We ensure robust and independent management as well as precise calculation of client crypto-assets by utilizing a combination of aggregated ledger, reflecting the total value of client crypto-assets held across omnibus account, as well as distinct ledger maintained for each individual client. Such dedicated ledger maintains a detailed record of each client's balance, fully segregated from the other clients crypto-assets, since every transaction is carefully logged against the specific client's account, making it possible to attribute exact amounts to each individual client.
- 3.12. All crypto-assets of the clients held in custody with us are legally segregated from the Our's estate, ensuring that creditors of Ours have no claim to these assets, particularly in the event of insolvency. The crypto-assets of Yours are accounted off-balance sheet of Ours, ensuring the avoidance of commingling of Your crypto-assets with Our crypto-assets as well as protection from mismanagement, claims or insolvency impact on such crypto-assets of the clients.
- 3.13. You further represent and warrant that you are, and shall remain at all times, the ultimate and effective beneficial owner of any crypto-assets held by us, that you shall not act as

nominee or trustee for any other person, and that you shall not transfer, assign, pledge, charge or otherwise create any security interest whatsoever over such crypto-assets without Our prior written knowledge and consent.

Best Execution

- 3.14. If We execute transactions for You, We will (unless We have indicated or agreed otherwise) be required to provide best execution, and, in doing so, We will comply with our Execution Policy. We always aim at taking all steps necessary to obtain, while executing orders, the best possible result considering factors of price, costs, speed, likelihood of execution and settlement, size, nature, conditions of custody of the order assets or any other consideration relevant to the execution of the order. You hereby consent to terms of our Order Execution Policy [here](#), which also encompasses principles how we execute your orders on behalf of you.

4. ELIGIBILITY & USE OF SERVICES

- 4.1. By using the Services, You agree to comply with all guidelines, notices, rules and policies pertaining to the use of the Services via the Platform and undertake not to engage in any Restricted Activities as defined in Section 7 below.
- 4.2. By using the Services, You represent and warrant that:
- 4.2.1. in the event of legal entity - you are a legal entity with full legal capacity and authority to enter into these Terms;
 - 4.2.2. in the event of natural person - You are at least 18 years old or of legal age to form a binding contract under applicable law;
 - 4.2.3. You are an individual or the representative of the legal entity who has a right and a full authority to be bound by these Terms on behalf of the legal entity;
 - 4.2.4. You have not previously been suspended or removed from using the Services;
 - 4.2.5. the use of the Services is void where prohibited by law;
 - 4.2.6. Your use of the Services will not violate any and all laws and regulations applicable to you regarding usage of the Services, including regulations on anti-money laundering, anti-corruption and counter-terrorist financing;
 - 4.2.7. You are not subject to any trade, financial or economic sanctions, embargos or other restrictive measures established, applied or imposed by the United Nations Security Council, the European Union, Lithuania (including Financial Crime Investigation Service), the United Kingdom (including Her Majesty's Treasury), the United States (including the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury), other countries, international or governmental bodies (hereinafter the "**Sanctioned Person**");

- 4.2.8. You are not a citizen or resident of, or are a legal entity that is registered, has presence in or is controlled or owned by citizens or residents of Belarus, Cuba, Iran, Myanmar, North Korea, Syria, Venezuela or any other sanctioned country or region as we may designate according to consolidated sanctions list, which we follow (hereinafter the “**Sanctioned Country**”);
- 4.2.9. You are not Russian national or natural person residing in Russia or legal persons or entity/body established in Russia.
- 4.3. For the avoidance of doubt, You (including your beneficiaries) cannot use the Services, if You fail to meet any Customer due diligence standards, requests or requirements of us and/or are deemed high risk by us according to criteria established at our sole discretion.
- 4.4. We reserve the right to refuse registration or the commencement of relationship with You under these Terms without a reason. You acknowledge and agree that it is at Our sole discretion whether to provide you with any or all of the Services. You also acknowledge that We are not responsible if You are not allowed to access third party websites, platforms, services, products (including, but not limited those, that may be accessible via the Platform) as such may be subject to additional different customer due diligence requirements.
- 4.5. We may at any time suspend / freeze or cancel the accounts of the users who are found to be in violation of one or more of the conditions in these Terms (and any related documents) at any time or suspend or terminate accessibility of a third party’s websites, platforms or services. The final decision on this matter always belongs to Us.

5. RISK DISCLOSURE

5.1. The following risks shall be considered when using our Services:

- 5.1.1. **Crypto-asset risks.** The crypto-asset do not have institution in control of its supply, value or turnover. They are generally not legal tender and are not backed by governments. The circulation and trading of crypto-assets on the market depends on the consensus on its value between the relevant market participants.
- 5.1.2. **Market Fluctuation Risk.** The value of the supported crypto-assets available on the Platform are typically determined by their current market price and therefore might experience extreme volatility and / or their value might decline to zero. Past performance of a certain supported crypto-assets does not indicate future results. Such investment is only suitable for You if You can bear a loss of the entire invested capital and should not be considered as or entered into with the expectation of a stable source of income.
- 5.1.3. **Risk of blockchain mining attacks and other risks associated with blockchain.** The supported crypto-assets available on the Platform may be susceptible to attacks including but not limited to double-spend attacks, majority mining power

attacks, "selfish-mining" attacks, and race condition attacks or any other mining or non-mining related attacks which are out of Our's influence and control.

- 5.1.4. **Internet and Crypto-Asset Protocol Risk.** There are inherent defects in electronic distribution and data transmission over the internet which may result in delays, omissions, transmission blackouts, interruptions, breaches of security, corruption, unavailability of access in connection with the Services. We do not own or control the underlying software protocols which govern the operation of crypto-assets supported on the Platform. Generally, the underlying protocols are 'open source' and anyone can use, copy, modify, and distribute them. We are not able to guarantee the functionality or security of network operations. You acknowledge and accept the risk that underlying software protocols relating to any crypto-assets you receive by generating request may change. Any malfunction, failure, mistake, error, breach, breakdown, forking, abandonment, unintended function, unexpected functioning of or attack on any blockchain or protocol used may cause Services to malfunction or function in an unexpected or unintended manner and may have a material adverse effect on your receiving payment in crypto-assets.
- 5.1.5. **IT Security Risk.** The Services and digital currencies rely on blockchain technologies and protocols that are subject to cybersecurity risks, including the risk of cyber-attacks, malicious software, and other computer viruses that may have destructive features, such as computer worms, Trojan horses, or spyware.
- 5.1.6. **Liquidity Risk.** As not all crypto-assets are considered liquid assets (meaning that they can be quickly and easily converted into cash or a cash-equivalent with minimal loss in value) there may be limited options to sell or buy your crypto-assets for fiat currencies or other assets by executing your orders, especially during periods of market volatility or low trading activity. Demand for certain crypto-assets may decrease, and it may take a considerable amount of time to complete your order, which could result execution of Your order at a price significantly different than expected. As a result, there is a risk that you may not be able to liquidate your crypto-assets when needed. We advise all clients to carefully consider their liquidity needs and to ensure that they are comfortable with the possibility of illiquidity when investing in crypto-assets.
- 5.1.7. **Third Party / Counterparty Risk.** When providing certain services in respect to the supported crypto-assets, We execute orders on behalf of You as a client of a third party, which means we might engage with a number of counterparties - including financial institutions and crypto-asset exchanges (execution venues). We have no control over the financial stability of counterparties that We are required to interact with as part of the crypto market infrastructure. In the event that a counterparty defaults, We may be unable to retrieve or transfer supported crypto-assets held, potentially resulting in a full or partial loss.

- 5.1.8. **Pricing and Execution risks.** We execute orders on behalf of You with execution venues. In such cases, please note that the price of crypto-assets can fluctuate significantly within short periods of time due to various factors, including market demand, regulatory changes and general market sentiment. The price at which You execute a trade may differ from the price displayed at the time You place Your order due to delays in processing or changes in market conditions during execution. Additionally, the execution of Your order may be delayed or not occur at all during periods of high volatility or low liquidity. This could result in a less favourable price than anticipated, or even a failure to execute the order at Your desired price. Crypto-asset markets are decentralised and often fragmented, meaning that prices can vary between different platforms or exchanges.
- 5.1.9. **Legal and Regulatory Risk.** It is possible that statutory or regulatory changes have material effects on the current setup of the the Platform. Statutory or regulatory changes may also result in substantial modifications to any supported crypto-assets. We are committed to design, modify and/or adapt the Platform in such a way that it complies with all applicable laws and regulations while at the same time retaining the flexibility for You, but cannot guarantee that certain regulatory or legal changes may result in the limitation or termination of certain services on the Platform.
- 5.1.10. **Business Continuity Risk.** You acknowledge that our Services, as developed, may not meet your expectations. It is possible that the Services or your crypto-assets will cease to be used by a large number of subjects (either natural or legal) and that there will be limited public interest in the creation and development of additional functionalities. The crypto-asset and internet industry is comprised of a number of participants and is subject to rapid change and competition we face from other organisations, some of which may have greater resources, whether financial, technical or marketing. Increased competition could result in under-utilisation of employees, reduced operating margins and loss of market share. You acknowledge that the Services or any part of the Services may never be fully developed, completed or released to meet your individual expectations;
- 5.1.11. **Other Risks.** There may be other risk factors (other than those mentioned above) independent of us that may have a negative impact on the overall provision of Service.
- 5.2. It shall be noted the above list does not identify risks additionally associated with the usage of a third party's websites / platforms or services. Therefore, it is your responsibility to carefully familiarize with such before starting to use any of services, content or products of a third party.
- 5.3. As part of your assessment of the suitability of the Services, you acknowledge and agree to conduct your own research and carefully evaluate each of the risk factors outlined in this section, as well as all other information provided in the Terms, including any related documents. By using the Services, you confirm that you fully comprehend and assume all potential risks that may directly or indirectly result from your use of the Services.

- 5.4. This section offers information regarding the risks associated with our Services, which may be provided either by us or our partners. It shall be noted that these Services involve a significant degree of risk and may not be suitable for every individual, whether they are a legal entity or a natural person.
- 5.5. The list outlined above is aimed to provide general information regarding the risks associated with the Services and the use of them. However, it is not intended to provide an exhaustive disclosure of all the risks associated with using the Services and there may be additional risk factors that are not disclosed in this section because they are either unknown or considered insignificant at the time of publication. Additionally, this information does not address how these risks may relate to the personal circumstances, financial status, or risk tolerance of an individual. It should not be construed as a definitive evaluation of the risks associated with the Services, therefore, the decision to use our Services should not be made solely on the basis of the indicated risk factors.

6. THE ACCOUNT

6.1. General

- 6.1.1. By accepting these Terms You agree for Us to open an analytical account that represents a wallet in Our internal system for the purpose of depositing fiat money for buying and selling of crypto-assets, for transferring and safekeeping of crypto-assets.
- 6.1.2. We will run an analytical record of purchases and sales of crypto-assets in the Account and transfers and/or fiat currencies to or from Your Account.
- 6.1.3. You declare that the wallet will only be known to You or Your authorized persons (in the case of a corporate/legal entity) and You accept full responsibility. For the opening of the account for corporate/legal entities, You should contact Us via email info@columis.com.

6.2. Account Registration and Identity Verification

- 6.2.1. In order to use any of the Service(s), You must first register to use the Service(s) by providing all information requested by Us, which may include Your email and/or mobile phone number, full name, date of birth, residential address, government identification number, taxpayer identification number, video ID authentication, and other personal or company information necessary to verify Your identity, along with affirming these Terms.
- 6.2.2. You agree to provide the above-mentioned information at registration and on an ongoing basis for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime, including

without limitation (as relevant) a copy of Your government-issued photo ID, or evidence of residency such as a lease or utility bill.

- 6.2.3. From time to time, We may send You requests to confirm or update the information You have provided. We may suspend access to Your Account(s) if We do not receive an adequate response from You. We may, in our sole discretion, refuse to allow You to register to use the Service(s) or limit Your ability to register multiple accounts. By registering an account with Us, You agree and represent that You will use that account only for Yourself, and not on behalf of any third party, unless approved by Us. If You are a corporation, You shall register a corporate account with Us. An individual shall not use their individual account for business purposes.
- 6.2.4. For the opening of the Account and aiming to comply with AML/CTF requirements, we perform risk assessment of each of our clients, business relationship, product, and/or transaction, taking into account the various criteria, for example, including but not limiting to:
- 6.2.4.1. type, business profile and the ownership structure of the customer;
 - 6.2.4.2. the geographical origin of the customer;
 - 6.2.4.3. the nature of the business relationship, product or transaction;
 - 6.2.4.4. past experiences with the customer;
 - 6.2.4.5. the presence of the customer at the conclusion of a business relationship or the execution of transactions, taking into account the use of new technologies enabling anonymity (e.g. e-banking, open banking);
 - 6.2.4.6. other information indicating that customer, business relationship, product, or transaction may be risky.
- 6.2.5. All the above-mentioned Account opening data is necessary for performing a detailed Know Your Customer (hereinafter the „KYC“) procedure that is in accordance with the Lithuanian AML/CTF laws.
- 6.2.6. When you register with Us and undergo the KYC, You will have a wallet opened with our Platform so that You can purchase, sell, store crypto-assets, and deposit fiat money only for the purchase of crypt-assets.
- 6.2.7. We do not offer a fiat money account and the wallet of Yours will provide a balance of fiat money only for purchasing crypto-assets on Our Platform.

6.3. Protecting Your Account

- 6.3.1. You agree not to enable anyone to use or direct Your Account(s), unless authorized by Us, and to update Us of any information change or if Your account has been compromised.
- 6.3.2. You are solely responsible for keeping, protecting, and safeguarding any keys, certificates, passwords, access codes, user IDs or other credentials and login

information (collectively the “**Credentials**”) that have been provided to You or that are generated in connection with Your use of the Service(s). You are responsible for creating strong Credentials and maintaining security and control of any and all Credentials that You use to access the Site and Service(s). If You lose your Credentials, You may not be able to access your Account.

6.3.3. For any activities in Your Account(s) using Your Credentials, You authorize Us to presume that You authorized such transactions, unless You notify Us otherwise. If You notice or suspect an unauthorized transaction occurred using Your Account(s), or that a transaction was incorrectly carried out, You must contact Us immediately with underlying documentation evidencing your request by email to support@columis.com. It is Your responsibility to check Your account balances and transaction history regularly to ensure You are made aware of any suspicious account activity. We are not responsible for any liability, loss, or damage resulting from unauthorized or incorrect transactions due to Your failure to abide by this section. We further assume no responsibility for Your failure to follow or act on any notices or alerts that We may send to You.

6.3.4. If You lose Your password(s) You may reset it after being verified through „Forgot your password“ function within Our Website through connected registered e-mail address of Yours. Your registered email address and/or phone number.

6.4. Decisions within the Account (Wallet)

6.4.1. As we will provide a wallet (Account) for You, we will not responsible for the purchase of Crypto-assets and will not assume responsibility for purchase of Yours and Your decisions.

6.4.2. By accepting these Terms you declare that You are aware of the circumstances essential for decisions regarding buying/selling of crypto-assets and their withdrawal, as well as of the risks associated with trading with crypto-assets.

6.4.3. You explicitly declare that You consciously accept responsibility for You managing of the Your Account (wallet).

6.5. Account Closure

6.5.1. You may close Your Account at any time. Closing an account will not affect any rights and obligations incurred prior to the date of account closure. You may be required to either cancel or complete all open orders and, in accordance with the provisions of these Terms, provide transfer instructions of where to transfer any assets remaining in Your Account. You are responsible for any fees, costs, expenses, charges, or obligations (including, but not limited to, attorney and court fees or transfer costs of fiat currency or crypto assets) associated with the closing of Your Account. If the costs of closing Your Account exceed the value in Your Account, You will be responsible for reimbursing Us. Closing Your Account

will not permanently delete Your personal data, which may be required to be retained to comply with all applicable laws and regulations.

6.6. Account Suspension, Investigation & Termination

6.6.1. You agree and acknowledge that We may suspend Your Account(s) at any time, in our sole and absolute discretion. You also agree we may freeze/lock the assets in all such accounts and temporarily or permanently suspend Your access to the Website if we suspect, in our sole and absolute discretion, any of the following:

- 6.6.1.1. The Account is in violation of any of these Terms;
- 6.6.1.2. The Account is in violation of any applicable laws or regulations;
- 6.6.1.3. The Account is in violation of Anti-Money-Laundering/Counter-Terrorism Financing laws;
- 6.6.1.4. The Account is in violation of a regulatory authority requirement, court order, or other applicable law;
- 6.6.1.5. The Account is subject to a government, regulatory authority, or court-ordered levy, judgment, or other asset turnover requirement;
- 6.6.1.6. The Account is, or is related to any account that is, subject to any pending litigation, investigation, or governmental proceeding;
- 6.6.1.7. The Account has a balance that needs to be reconciled for any reason;
- 6.6.1.8. If We suspect that an unauthorized person is attempting to gain access to the Account;
- 6.6.1.9. If We suspect that You are using Your credentials or other Account information in an unauthorized or inappropriate manner;
- 6.6.1.10. If We suspect that the Account is related to any Prohibited Businesses;
- 6.6.1.11. If We suspect that there are suspicious and/or fraudulent activities on the Account; or
- 6.6.1.12. The Account has not been accessed in over one (1) year.

6.6.2. You agree and acknowledge that We have the right to immediately investigate Your account and any related account, if we suspect, in our sole discretion, that any such Account has committed a violation of these Terms or violation of applicable laws or regulations.

- 6.6.3. You agree and acknowledge that We have the right to terminate any Account at any time at our sole discretion. You further agree and understand that We have the right to take any and all necessary and appropriate actions pursuant to these Terms and/or applicable laws and regulations, including but not limited to applicable escheatment laws and procedures. If Your Account is terminated, we will return Your assets, less the value of any trading fee discounts, rebates, costs, expenses and/or damages that we are entitled to pursuant to these Terms. If Your Account is not subject to an investigation, court order, or subpoena, You authorize Us to return Your fiat balance (less any trading fee discounts, rebates, costs, expenses and/or damages to which We are entitled) to any bank account linked to Your account, unless otherwise required by applicable law. If there are any crypto-assets remaining in Your Account, You agree to provide Us with a crypto-asset address held in Your name upon receiving written notice, so that We can return the remaining crypto-assets to You.

6.7. Reversals & Cancellations

- 6.7.1. You agree and understand that You cannot cancel, reverse, or change any transaction that has been marked as complete in Your Account(s). We may refuse to process, or to cancel or reverse, any transaction conducted under Your Account in our sole and absolute discretion, even after the related assets have been debited from Your Account, and we are under no obligation to allow You to reinstate a purchase or sale order at the same price or on the same terms as the cancelled transaction:
- 6.7.1.1. If We suspect the transaction involves (or has a high risk of involvement in) suspicious trading activity or violations of these Terms;
 - 6.7.1.2. if We have reason to believe there was an obvious error in any term, including but not limited to the price, amount or any other information about the trade;
 - 6.7.1.3. if there were extraordinary market conditions or other circumstances in which the nullification or modification of transactions may be necessary.

6.8. Right of Offset and Recoveries

- 6.8.1. In the event that there are insufficient assets in Your Account due to a chargeback, payment dispute, wire recall, SEPA reversal, credit error or other similar occurrence, or Your Account are subject to a levy that We reasonably determine is valid in Our sole and absolute discretion, You expressly authorize us to freeze, debit, convert, withhold, and/or liquidate any current or future assets from Your Account to the extent necessary to offset or satisfy any insufficiencies or to satisfy the levy, to the fullest extent permitted by applicable law. You acknowledge that You will be solely responsible for any and all tax consequences

of any such action by Us. In the event that the disposition or liquidation of crypto-assets is inadequate to satisfy the insufficiencies, You agree that You will immediately deliver, in Euro (or the fiat currency relevant to Your jurisdiction, as applicable), the full amount necessary to alleviate the insufficiency or You will be liable to Us for the insufficiencies in addition to any attorney's fees, interest or expense associated with its recovery.

6.9. Unclaimed Property

- 6.9.1. If Your Account are inactive, there are Assets in Your Account(s), and You have not responded to our attempts to contact You for the applicable period of time (as defined under the unclaimed property or similar laws of the relevant jurisdiction), We may have an obligation to report any assets in Your Account to the applicable governmental entity as unclaimed property. If this occurs, We will attempt to locate You at the last updated address shown in Our records. If We are unable to locate You, We may be required to deliver any such Assets to the applicable jurisdiction's designated custodian as unclaimed property.

7. DEPOSIT & WITHDRAWAL

- 7.1. After You are opened with the Account, to purchase/sell crypto-assets You hereby commit to deposit to Our dedicated Clients' funds account value in gross amount of purchases with advance payment either in fiat or crypto-assets. Once the funds are within dedicated Clients' funds account, You are allowed to sell, buy or withdraw the assets. In case any fees / costs accrue during deposit process, then the net amount is deposited to the balance of our Account.
- 7.2. We may provide You with various fiat transfer-in and withdrawal options from time to time based on their locations, including but not limited to wire, SEPA (or equivalent payment services), or indirect transfers to/from a Payment Service Provider ("PSP") and/or any bank account(s) held by a PSP. The amount You transfer-in to Your Account may be on hold until after the transfer-in clears. The name on the bank account linked to Your transfer must match the name verified on Your account.
- 7.3. By accepting these Terms, you acknowledge and fully agree that fiat funds shall be used solely for the purpose of purchasing crypto-assets and / or initiating crypto-asset related services from Us. That is, after the fiat funds are credited into the Your Account, you shall perform conversion of fiat funds to [crypto-assets supported](#) by us within one business day upon the credit of fiat funds within the Account. You will also be informed about such obligation via e-mail. If You do not initiate conversion of fiat funds to crypto-assets supported by Us, You will be obliged to withdraw fiat funds from your Account. If You do not act within such the timeframe as indicated in this clause, the fiat funds in Your Account will be automatically returned to the fiat account associated with the Account.
- 7.4. Crypto-asset deposits will typically be credited to Your Account after the required number of network confirmations have occurred on the blockchain for such crypto-

assets, as determined by Us in Our sole and absolute discretion. Crypto-asset withdrawals will typically be processed at the speed of the relevant crypto-asset network.

- 7.5. You agree and acknowledge that crypto-assets are not legal tender, are not backed by the government, and , in terms of article 81(9) of the EU Regulation 2023/1114 on Markets in Crypto-Assets, accounts and value balances are not eligible for any kind of investor compensation scheme under Directive 97/9/EC or the deposit guarantee schemes under Directive 2014/49/EU. You further agree and acknowledge that crypto asset deposits and/or withdrawals may be delayed or impacted by network disruptions or other conditions (whether controlled by Us or a third party) for which we will not be held responsible.
- 7.6. At any time when You deposit crypto-assets to or initiate a withdrawal of crypto-assets from Your Account, You are required to verify that all steps have been properly taken so as to ensure that the deposit or withdrawal is properly made, including that the wallet address that You are initiating such deposit from and/or sending a withdrawal to is owned or controlled by You, and that Your Account accurately reflects the transaction. You also agree to provide all requisite information to Us to facilitate the deposit or withdrawal service.
- 7.7. For Crypto-assets that are non compliant with Markets in Crypto Assets Regulation (MiCA), i.e., USDT, Services of Ours might be used to a limited extent following regulatory requirements. For instance, we support USDT, however, since it is not MiCA compliant, exposure within our Services in the scope of USDT is limited to custody and transfer out only (USDT deposits are not available). If there are any other Crypto-assets that according to regulatory requirements might require any kind of restrictions, you will be notified on such separately via your Account and e-mail.

8. THIRD PARTY SERVICE PROVIDERS

- 8.1. You agree and acknowledge that We may use third parties, affiliates or subsidiaries to gather, review and transmit Your data and activity from one or more of Your financial institutions to Us. By accessing or using the Service(s), You agree to grant third-party providers that We may engage with the right, power, and authority to access and transmit Your transaction data, activity, and personal and financial information either directly from You or from one or more of Your financial institutions to Us in accordance with and pursuant to their terms and conditions, privacy policy, and/or other policies.
- 8.2. By using Our Service(s), You agree that the data sources that maintain Your Account and any third-party providers that interact with Your credentials or account data in connection with Our Service(s) are not liable for any loss, theft, compromise, or misuse whatsoever in connection with Our Service(s) (including negligence), except to the extent such liability cannot be limited under applicable law. For purposes of these Terms, “data source(s)” referred herein means a third-party information source where

a You hold an account from which our third-party service provider retrieves information (for example, a financial institution URL, website, server, or document).

9. COLUMIS CARD

- 9.1. In order to be able to obtain Columis-branded prepaid card, You shall acknowledge to and accept [Terms and Conditions together with all other policies / documents, including the annexes](#) of Columis-branded Card Issuer (hereinafter “**Card Terms and Conditions**”).
- 9.2. By deciding to obtain the prepaid Columis card, You acknowledge and are aware that Columis is not the issuer of such card, therefore any relationship in regards to utilization of the card shall be governed as indicated in the [Card Terms and Conditions](#). To obtain the card you may also need to undergo additional verification procedure.
- 9.3. After Your verification by the Card Issuer is completed, the card can be ordered.
- 9.4. After the card is received and activated by You, aiming to be able to load (top up) the card, You must hold some crypto-asset balance in the Columis Platform Account.
- 9.5. To load (top-up) the card, You will need to choose from Your available crypto-asset balances within the Platform Account to convert the chosen crypto-asset to fiat funds (in Euro). Once we get such order of Yours, we will execute it immediately following the principles set forth in the point **Error! Reference source not found.** above. For instance, by clicking on the load (top-up) button, You will initiate and will agree on a sale of, for example, ETH in the value of 100 EUR, meaning you will obtain 100 EUR once we execute Your order and which will be loaded to your Columis card.

10. FEES

- 10.1. By accepting these Terms You agree to advance the purchase value together with all fees and charges set forth in [the Price List](#) that arise directly or indirectly in the course of receiving, executing, or after executing Your order or are the result of safekeeping crypto-assets in the Your Account.
- 10.2. Fees and charges will be charged or added to the transaction with the crypto-assets and/or fiat funds if possible, or, if previously not possible, withdrawn from Your Account after the transaction or periodically.
- 10.3. We reserve the right to set Service charges according to these Terms. We also reserve the right to formulate and adjust the Service charges, set Service charges specific to You, or terminate any promotional offers at any time.
- 10.4. Unless otherwise stated or agreed upon in writing, You agree that We may deduct the above-mentioned Service charges directly from the Assets in Your Account once the Service(s) have been provided.

- 10.5. Current Price List is available [here](#).
- 10.6. At Our sole discretion, risk-based, regional and / or jurisdiction-specific pricing may apply based on Your residence or location.
- 10.7. If You fail to pay the applicable fees (including, but not limited to, Service charges) in full or on time, We reserve the right to interrupt, suspend or close Your Account.
- 10.8. You are responsible for paying any additional fees charged by any financial service providers (including but not limited to PSPs, banks, and card schemes, hereinafter individually and collectively referred as the “Financial Service Provider(s)”) used to process a transfer to or from Your Account. We will not process a transfer if associated fees charged by the Financial Service Provider exceed the value of the transfer. You may be required to transfer in additional fiat to cover such fees in order to complete such a transfer. We have no control over, nor will We be liable for, such fees charged by these Financial Service Providers.

11. ORDERS & TRANSACTIONS

- 11.1. We will not accept any order within the Platform until funds are not deposited in one of our accounts.
- 11.2. It is assumed that You automatically place an order for the purchase of crypto-assets on the same business day after the bank records the transfer of Yours on Our designated account.
- 11.3. We do not accept the purchase orders of Yours on the Platform until crypto-asset has been transferred free of charge to the Account balance of the Yours.
- 11.4. We will electronically notify You about executed orders within 24 hours after the transaction is confirmed and executed. The order confirmation will include information about time, amount, price of the crypto-asset that was the subject of the transaction, and others.

12. POWER TO SELL OR CLOSE OUT

- 12.1. At any time after termination of our arrangements with you in accordance with articles presented in these Terms and other policies of the Columis or after we have determined that you have not performed or that you are unlikely to perform any of your obligations we may, without reference to you:
 - 12.1.1. treat any or all outstanding transactions as having been immediately cancelled and terminated, and/or
 - 12.1.2. exercise the power of sale over transactions held by us; and or

12.1.3. close out replace or reverse any such transaction, enter into any other transaction or take, or refrain from taking, such other action at such time or times and in such manner as, in our absolute discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of any transaction, position or commitments undertaken for you; and/or

12.1.4. take any other steps (whether or not similar to the above, which we may consider to be necessary to meet any obligation which you have under these Terms or otherwise to protect our position.

12.2. Any cost of (or losses incurred in) effecting Sections above or in effecting any related transactions will be for your Account.

12.3. The provisions in this section are without prejudice to the provisions of section 13 below and, for the avoidance of doubt apply even in the circumstances referred to in section below.

13. SET OFF & LIEN

13.1. We shall be entitled at any time to retain or make deductions from, or set-off amounts or credit balances which we owe to you (for example, in payment for any transaction order, either bought by us from you or sold by us on your behalf) or is holding for you (either directly or through custodian and on whatever account) in order to meet any liabilities which you may have incurred to us or we may have incurred on your behalf under these Terms (including the indemnity and any liabilities or costs incurred when exercising rights under section Power to Sell or Close Out or termination of Account.

13.2. For the avoidance of doubt, the provisions of section above shall apply to the proceeds of any sale or closing of a position, or other sum arising, under section 12 above.

13.3. If we have a reason to believe that you may be unable or unwilling to perform any outstanding obligations under these Terms and notify you accordingly in writing or if (being an individual) you become or are declared bankrupt or insolvent or (being a company or partnership or other unincorporated entity) you go into administration or liquidation or become insolvent or wind yourself up or resolve to do so, or a petition for your winding up is issued or an administration order is made in relation to you (or analogous event occurs under the law of any jurisdiction) all of your obligations hereunder shall be automatically accelerated so as to require payment delivery or other performance by you hereunder at the time you receive such notice or such event occurs.

13.4. Any of your transactions held by us shall be subject to a general lien in our favor in respect of any outstanding amounts due and payable from you to us.

14. OTHER

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- 14.1. **Compliance with Laws and Regulations.** You must comply with all applicable laws, regulations, licensing requirements and third party in your use of the Services.
- 14.2. **Restricted Activities.** In connection with Your use of the Services, You agree and undertake that You will not do the following:
- 14.2.1. violate or assist any party in violating any law, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member through your use of the Services;
 - 14.2.2. engage in any illegal activity, including without limitation illegal gambling, money laundering, fraud, blackmail, extortion, ransom data, the financing of terrorism, other violent activities or any prohibited market practices and / or market abuse;
 - 14.2.3. use specific IT software (e. g., web crawler) to access our Service data or extract other sensitive data or disassemble any aspect of the Services accessible through the Platform to access any source code and algorithms, use or upload, in any way, any software or material onto the Platform;
 - 14.2.4. perform any unauthorized vulnerability, penetration or similar testing or take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
 - 14.2.5. manipulate and / or use our brand and / or Company name;
 - 14.2.6. post, promote or transmit any materials or information on the Platform which are or may be illegal, misleading, offensive, indecent, defamatory or which may not be lawfully disseminated under applicable laws, internet standards or otherwise are objectionable.
- 14.3. This list above is non-exhaustive and nothing contained above should be construed as granting, by implication, estoppel or otherwise, any license or right for the Services to be used for illegal, unlawful, fraudulent, unethical or unauthorized purposes or to promote or facilitate such activities.
- 14.4. **License.** We grant you a limited, non-exclusive, non-transferable license, subject to the Terms, to access and use the Services and materials, solely for approved purposes as permitted by us from time to time. Any other use of the Platform, the Services or materials and information is expressly prohibited.
- 14.5. **Intellectual Property and Non-Competition.** We and our licensors reserve and retain all rights (including copyrights, trademarks, patents as well as any other intellectual property right) in relation to the products, services and all content, information and data contained in or provided on or via the Platform (including all source code, object code, data, information, copyrights, trademarks, texts, graphics and logos). You may not do anything that will violate or infringe such intellectual property rights and, in

particular, you shall not copy, download, publish, distribute, transmit, disseminate, sell, broadcast, circulate, exploit (whether for commercial benefit or otherwise) or reproduce any of the information or content contained in or provided on or via the Platform in any form without the prior written permission from Us and our licensors. Further, no part or parts of the Platform may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system without Our or Our licensors' prior written permission. Intellectual and industrial property rights contained in this point are unlimited and none of them are waived. In case of any violation, we reserve all the rights of claim and complaint and if it is understood that the violation caused by the user's account, we are free to deactivate / freeze the relevant user's account and to confiscate all the contents of the relevant user's account in order to prevent possible damages. In addition, You agree and undertake to refrain from activities that may constitute confusion or unfair competition with Us and the Platform. If such a situation is detected, the relevant user's account will be deactivated / frozen immediately, without prejudice to all other rights of Us.

- 14.6. **Electronic Communications.** You agree that communications between You and Us shall be electronic. You consent to receive communications from Us in electronic form, including e-mail. You agree that all communications that we provide to you electronically satisfy any legal requirement such communications would satisfy if they were provided in writing.
- 14.7. **Assignment.** You acknowledge and agree that You may not assign, delegate, sub-contract or otherwise transfer Your rights and / or obligations under these Terms. We may transfer, assign, delegate, sub-contract or otherwise transfer Our rights and/or obligations under the Terms without notifying You or obtaining Your consent (unless otherwise specifically is required under applicable laws).
- 14.8. **Maintenance.** To minimize disruption, We will announce beforehand any regular maintenance. Upon resumption of operations, we will work to ensure the Services are restarted in an orderly fashion. We may temporarily halt operations in the event the unanticipated maintenance is required. This may include, but is not limited to, unexpected computer or digital asset network functionality or speed, partner or vendor outages, or cybersecurity incidents. Notice of such a disruption may be communicated to You via electronic communication. During the course of any such unexpected disruption, We will take work to timely restore functionality.
- 14.9. **Financial Services Disclaimer.** We do not provide financial advice in any form and cannot be considered as a financial advisor or financial services company, a financial brokerage company or an investment company or fund. No content or Services available on the Platform or via any form of communication may be taken as a financial advice or a financial / investment recommendation.
- 14.10. **No Investment Advice or Recommendations.** We do not give and will make any recommendations regarding crypto-assets and You declare neither We or our employees, or Our agents nor their employees, affiliates and agents, do not and did

not advise nor solicit on trading with crypto-assets or fiat funds. You also declare that You understand any potential information obtained from Us is not considered as a recommendation to buy or sell crypto-assets or fiat funds.

- 14.11. **Risks.** You must read and get acquainted carefully with the Section 5 of the Terms (Risks' section) before using the Services.
- 14.12. **Waiver.** Any failure or delay by Us or Our affiliates to enforce the Terms or exercise any right under the Terms will not be construed as a waiver to any extent of Our rights.
- 14.13. **Severability.** If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms' unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.
- 14.14. **Dispute Resolution.** The Terms and the relationship between us shall be governed by and construed in accordance with the laws of Republic of Lithuania without regard to the rules of conflict of laws of any other jurisdiction, subject to any local mandatory rights available to You. You and Us hereby agree to submit to the exclusive jurisdiction of the courts of the Republic of Lithuania.

15. CHANGE, INTERRUPTION, TERMINATION AND DISCONTINUANCE OF SERVICES

- 15.1. **Service Change and Interruption.** We may change, interrupt, suspend or terminate the Service(s) at any time without notice, although We will attempt to provide reasonable notice when practicable.
- 15.2. **Service Discontinuance and Termination.** Without prejudice to principles set forth in the section 25, We reserve the right, in Our sole and absolute discretion, to discontinue or terminate the Service(s) provided to You without notice at any time, temporarily or permanently, including, but not limited to, in the following cases:
 - 15.2.1. If the personal information You provided is not true, complete, accurate, or is otherwise inconsistent with the information provided at the time of original registration;
 - 15.2.2. If You violate an applicable law or regulation, or these Terms;
 - 15.2.3. If required by any applicable law or regulation, or the requirements of a government authority with jurisdiction; or
 - 15.2.4. For security reasons or other necessary circumstances, as determined at our sole and absolute discretion.

16. TAXES & COMPLIANCE WITH LAWS

- 16.1. It is Your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions You conduct using the Service(s), and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. You agree that We do not provide legal or tax advice and are not responsible for determining whether taxes apply to Your transactions or for collecting, reporting, withholding or remitting any taxes arising from any transactions. You also acknowledge that You are not subject to any backup withholding in any jurisdiction. We advise You to consult a tax professional regarding Your specific tax situation.
- 16.2. You agree to comply with all relevant laws and regulations. Regarding the prevention of terrorist financing and anti-money laundering, We will work with local authorities and may report certain transactions to the local authorities in accordance with applicable laws and regulations. When using our Service(s), You represent and warrant that Your actions are legal and the source of any assets used with the Service(s) are not derived from unlawful activities or any Prohibited Businesses. If We suspect, in Our sole and absolute discretion, that You are in violation of this Section, You may be subject to the remedies available to Us under Section 6 of these Terms.

17. PRIVACY POLICY

- 17.1. Please refer to our [Privacy Policy](#) for information about how We collect, use, and share Your information.

18. IDEMNIFICATION

- 18.1. Subject to applicable laws, except for Our willful misconduct or fraud, You shall indemnify, hold harmless, and defend Us and/or affiliates, and ours and their employees, officers, directors, representatives, agents, contractors, and successors (collectively, the **"Indemnified Party"**) from and against any and all claims, losses, liabilities, damages, judgments, penalties, fines, costs, and expenses of any kind (including professional fees and reasonable attorney's fees) (collectively **"Losses"**) which may be suffered or incurred by any of the Indemnified Party any as a result from or arising out of:
- 18.1.1. Your use of the Service(s) hereunder;
 - 18.1.2. Your failure to perform Your obligations under these Terms;
 - 18.1.3. Your breach of any warranties and representations made to Us under these Terms;
 - 18.1.4. any third-party claim related to Your use of the Service(s);
 - 18.1.5. Your failure to comply with any applicable federal, state, or local laws and regulations in the performance of Your obligations hereunder; or

18.1.6. Any investigation, claim, suit, action or other proceeding against Us relating to or arising out of Your use of the Service(s) by a governmental authority or regulatory or self-regulatory agency or organization.

18.2. We may, in our sole discretion, obtain sole control of the defense thereof. Unless otherwise explicitly agreed to by Us in writing, settlement of any Losses will not be entered into unless such settlement completely releases the Indemnified Parties of all liability.

19. DISCLAIMER

19.1. **User Information.** We are not responsible for the failure to preserve, modify, delete or store information provided by You, nor will We be liable for any typographical or clerical errors caused by Us. We have the right but not the obligation to improve or correct any omission or error of any part of this Site.

19.2. **User Opinion.** Any comment published by a user is the sole purview of that user, and does not represent the views, opinions, or beliefs of Ours or the Website. Neither Us nor the Website will bear any legal responsibility for consequences caused by such user comments.

19.3. **Announcements.** Official announcements may be made through a formal page announcement, station letter, e-mail, customer service phone call, SMS, pop-up or regular mail delivery. We disclaim any and all liability for information obtained from channels other than those mentioned in this paragraph.

20. LIABILITY AND WARRANTIES

20.1. We do not warrant that use of Services will be uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected. No warranty is given that our Services will meet the requirements of any third parties or are free from any computer virus or other malicious.

20.2. To the fullest extent permitted by law, we will not be liable for any damages of any kind including without limitation direct, indirect, incidental, punitive, special and consequential damages (including, without limitation, loss of profits, loss of revenue, loss of data or injury) arising out of or in connection with the Services, the inability to use the Services, even if advised of the possibility of such damages.

20.3. You will be liable for all reversals, chargebacks, fees, fines, penalties and other liability and/or losses incurred by us or our partners due to your use of the Services. This will also apply when the loss is incurred by us as a result of your knowingly erroneous claims, defamatory public statements or false accusations. You are under the legal obligation to reimburse us and our partners for any and all such liability.

21. APPLICABLE LAW

- 21.1. These Terms are governed by and shall be construed in accordance with the laws of Republic of Lithuania without regard to any choice or conflict of laws rules.

22. CLAIMS AND DISPUTE RESOLUTION

- 22.1. We are subject to Lithuanian laws and regulations. This includes the Lithuanian Law on Prevention of Money Laundering and Terrorist Financing, Law on International Sanctions, EU and UN sanction lists, the international standards and recommendations set by the Financial Action Task Force (FATF), and other anti-money laundering (AML) and anti-terrorist financing (ATF) legal regulations.
- 22.2. We are a registered Virtual Currency Service Provider (VASP) with the Lithuanian Financial Intelligence Unit (FIU) and are authorized to provide Virtual Currency services.
- 22.3. If you are unsatisfied with the Services of Ours or in case you have any concerns in relation to the Services, please contact us via info@columis.com.
- 22.4. In case we cannot handle your claim or you are not satisfied with our feedback provided, the following principles shall be applied. All disputes arising from these Terms will be aimed to be settled by the negotiations between You and Us. If the disputes resulting from these Terms could not be settled by the negotiations within one month, the dispute will be solved in the courts of the Republic of Lithuania. Consumer residents in Lithuania can also seek further information and advice on their rights by visiting the State Consumer Rights Protection Authority.

23. CONFIDENTIALITY

- 23.1. You undertake to keep all information you receive in connection with these Terms confidential, and not to disclose any such information to any third party except as permitted by law or applicable regulations.
- 23.2. We undertake to keep all information we receive in connection with business transacted pursuant to these Terms confidential and not to disclose any such information to any third party except as permitted under these Terms or as required by law or applicable regulations.
- 23.3. You hereby agree that we may disclose to which we are subject and to any market or execution venue on which we may deal or to the related clearing house of any such market or execution venue (or to investigators, inspectors or referrals appointed by them) or to any person empowered to require such information by or under any legal enactment any information they may request or require relating to you or if relevant any of your or our dealings with or for you or any Customer.

- 23.4. The obligations set out in sections 23.1 and 23.2 above shall not apply to any information which (i) at the time of disclosure is in the public domain; (ii) after disclosure comes into the public domain for any reason except as a result of a breach of the undertakings in this section; (iii) was lawfully in the receiving party's possession prior to disclosure; or (iv) is subsequently received from a third party without obligations of confidentiality.

24. FORCE MAJEURE

- 24.1. We shall not be in breach of our obligations under these Terms if there is any total or partial failure of performance of our duties and obligations occasioned by any act of God, fire, act of government or state, act of terrorism, war, civil commotion, insurrection, embargo, inability to communicate with third parties if beyond our control after reasonable attempts were made, failure of any computer dealing or settlement system, prevention from hindrance in obtaining any energy or other supplies, labor disputes of whatever nature, late or mistaken delivery or payment by any bank or counterparty or any other reason (whether or not similar in kind to any of the above) beyond our control.

25. TERMINATION

- 25.1. At any time and for any reason at our sole discretion we may terminate this Agreement, suspend your access to our Services and reject all pending transactions request with or without prior notice to you. In such event, if such is possible, we may also give you an advance notice and guide you through the process of termination of business relationship. We will have no liability or obligation for taking such action.
- 25.2. Additionally, this Agreement may be terminated in the following events:
- 25.2.1. due to a mutual agreement between you and us;
 - 25.2.2. if one of Party is dissolved without the legal successor / upon death of the user;
 - 25.2.3. upon the cessation of our provision of the Services;
 - 25.2.4. in case we are not allowed to provide Services to You according to any regulatory requirements applicable to Us;
 - 25.2.5. by the termination notice given for any of the reasons specified therein by Us to You.
- 25.3. In case of an Account closure request by You, the existing crypto-assets balances in the Account will be examined as soon as possible and returned to You within 14 days if no violation is found.

- 25.4. Termination of the Services does not exempt You from any liabilities we incurred by way of these Terms before. In the event of termination of the Services, we have a right to claim fines, forfeits, losses and other amounts paid to third parties or the state from you.

26. NOTICES & LANGUAGE

- 26.1. We may rely on any instructions, notices or requests of any person who is or is believed by us in good faith to be you or authorized by you (in the case of a corporate/legal entity) to give them.
- 26.2. These terms are concluded in English. Our communication in regards to any questions related to the Services and or these Terms may be conducted in Lithuanian or English.
- 26.3. Any instructions, notices or requests to be given by you or by us shall, subject to any express provision of these Terms, be given or notified in writing through ticketing system, but in rare situations where needed or if requested by being sent by pre-paid post to the address set out at the head of the letter accompanying these Terms and addressed to the compliance Officer in the case of Columis and to the address to which to which these Terms have been sent in the case of the Customer or as otherwise notified by one party to the other from time to time. Any such communication is deemed to be received on the fifth day (not including Saturdays, Sundays or public holidays) after the date of posting.

Acceptance of Terms of Business: I confirm I have read the Terms of Business and agree to the terms set forth by Columis.