

TERMS OF SERVICE / TERMS AND CONDITIONS

KBJ PAY IS THE TRADING NAME OF KBJ SP Z.O.O., REGISTERED IN THE ENTREPRENEURS OF KRS KEPT BY THE DISTRICT COURT KRS: FOR THE CAPITAL CITY OF IN WARSAW, XII COMERCIAL DIVISION OF THE NATIONAL COURT UNDER KRS NUMBER 0000897043 REGISTRATION NUMBER 11650131

- I. KBJ PAY with its registered seat in Ł ul. Piekna 24/26A, 00-549 Warsaw, Republic of Poland (hereinafter referred to as "the Company", "we", "us", "our"), is legal entity incorporated by law of Republic of Poland and entered into Commercial Register under KRS Number: 0000897043 Registration number 11650131
- II. The Company is registered in Poland with KRS Number: 0000897043 Registration number 11650131
- III. These General Terms and Conditions (hereinafter referred to as the "T&C") are established for the purpose of defining the terms and conditions under which the Company shall provide services to its Users. The T&C shall govern the contractual relationship between the Company and its Users and shall apply to all Services offered by the Company, regardless of the stage of the Company's operational activities. It is acknowledged that certain services may not be available or accessible at all times, as they may be subject to limitations in the Company's operational framework, or may only be made available to Users progressively as the Company's services evolve over time. The Company reserves the right to modify, update, or expand the scope of services offered, and such services may be gradually introduced at the Company's discretion. Access to and use of these services by the Users shall be in accordance with the terms set forth in these T&C. Furthermore, the availability of any service at any particular point in time shall be contingent upon the Company's operational capabilities and business decisions, and no User shall have an automatic or guaranteed right to access any service unless expressly stated otherwise in a separate agreement or under applicable laws.
- IV. The Agreement.
 1. These Terms of Use (hereinafter referred to as "Agreement") are designed to ensure transparency and set clear expectations for our relationship with User. User mandatory obligation is to read them carefully as they govern the use of the Services provided by the Company. This Agreement is between User and the Company.
 2. By accessing and using Services, including but not limited to the use of Company's Website, User confirms the acceptance and agreement to be bound by the terms and conditions of this Agreement, including the additional documents referred to herein. If User does not agree with any provision of this Agreement, should refrain from using our Services.
 3. Any additional terms and conditions required for specific type of Services (not covered here) will be communicated to User at the appropriate time using common means of communications related to the Company. User agrees to the other terms and conditions by clicking "I accept" and using such Services.
 4. We recommend to keep a copy of this Agreement for the records. Please note that the acceptance of this Agreement is required to use our Services.
- V. Definitions and Interpretations

1. In this Agreement, the terms listed below shall have the following meanings:
 - (a). "Accepted Payment Methods" refers to the available modes of Fiat Currency transactions such as Visa and Mastercard card payments, SEPA transfers, other types of wire transfers and other forms of electronic payment.
 - (b). "Chargeback" refers to the reversal of a transaction, typically a credit card or a debit card transaction, resulting from a User's dispute of that transaction.
 - (c). "Digital Wallet" refers to a secured digital facility in which Digital Assets are held and can be used to receive, store, or send Digital Assets.
 - (d). "Exchange Rate" refers to the rate at which one currency (either Fiat Currency or Digital Asset) can be exchanged for another via the Company platform.
 - (e). "Fiat Currency" refers to a government-issued currency not backed by a physical commodity, like gold or silver, but instead by individuals' and governments' trust that parties will accept that currency. In the context of this Agreement, Fiat Currency pertains to the cash that the User utilises to buy or sell Digital Assets on the Company platform.
 - (f). "Fiat-Crypto On/Off Ramp Service" pertains to the Service that enables Users to buy and sell Digital Assets using Fiat Currencies.
 - (g). "Intellectual Property" refers to all patents, copyrights, moral rights, trademarks, trade secrets, designs, database rights, service marks, logos, domain names, business names, trade names, and all other forms of intellectual property rights anywhere in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include confidentiality and trade secrets, design rights, know-how, and database rights).
 - (h). "KYC Procedures" outlines the identity verification and authentication measures required to comply with regulatory standards for registering and using our Services.
 - (i). "Order" refers to the instruction given by the User to the Company to initiate a Transaction.
 - (j). "Partner Sites" refers to Partner's mobile applications and websites (if exists).
 - (k). "Partner" refers to third-party firms who refer you to the Company in order to purchase and/or sell Digital Assets.
 - (l). "Payment Channel Providers" refers to regulated entities partnered with the Company to facilitate Fiat Currency Transactions on the platform, enabling the purchase or sale of Digital Assets.
 - (m). "Payment Instrument" is any personalised device(s) or set of procedures agreed upon between the payment service user and the payment service provider and used by the payment service User in order to initiate a payment order. In the context of this Agreement, Payment Instruments can refer to credit cards, debit cards, bank transfers, and other forms of electronic payment.
 - (n). "Service Fees" denote the charges applied by the Company for the use of our Services, which may fluctuate based on transaction type and volume.
 - (o). "Services" encapsulates the Fiat-Crypto On/Off Ramp Service provided by The Company, facilitating the purchase and sale of Digital Assets using Fiat Currency.

- (p). "Transaction Fees" refer to the charges applicable to a User for performing a Transaction on the Company platform. These fees vary based on the type and volume of the Transaction.
 - (q). "Transaction" refers to an operation conducted by a User on the Company platform involving the buying or selling of Digital Assets using Fiat Currency or other Digital Assets.
 - (r). "User Account" refers to the registered account that a User creates on the Company platform. This User Account provides Users with access to the Services, subject to the completion of the User Onboarding process and compliance with Verification and KYC Procedures. The User Account contains personal data and transactional information related to the User.
 - (s). "User Onboarding" refers to the registration process provided by The Company, which includes the completion of Know Your Customer (KYC) Procedures.
 - (t). "User" refers to any person registered on our platform to access and use our Services.
 - (u). "Virtual Assets" refers to the virtual currencies which use cryptography for security, are decentralised, and are typically based on blockchain technology, such as Bitcoin and others.
2. All other terms shall have the meaning assigned to them in the context of this Agreement. Unless otherwise specified, in this Agreement:
- (a). References to any gender include all genders.
 - (b). References to persons include individuals, corporations, and any other legal entities (this is related to scope of offered services).
 - (c). Headings are for convenience only and do not affect the interpretation of this Agreement.
 - (d). Any reference to a statutory provision includes it as amended, re-enacted, or replaced from time to time.

VI. Scope of Services.

1. The Company agrees to provide the Services, including but not limited to the Fiat-Crypto On/Off ramp Service, as set out in this Agreement.
2. If the User is an individual, should represent and warrant that has attained the age of majority in the jurisdiction in which he/she resides - in each case is at least 18 years of age or meet the obligations associated with being considered an adult in that jurisdiction, if different.
3. If User is using Services on behalf of a corporation or other organisation, he/she represents and warrants that he has the ability to agree to T&C on behalf of such organisation and all references to "User" throughout T&C will include such organisation, jointly and severally with the person who works on behalf of it personally. In such case, User represents and warrants that neither him/her nor the organisation:
 - (i) is located, organized, or resident in a country that is subject to an embargo imposed by a government, union, or an intergovernmental organisation, including without limitation the United States, the United Kingdom, the European Union or any EU member state, or the United Nations, or that has been designated by such parties as a "terrorist supporting" country;

- (ii) is not listed on any government, union, or intergovernmental organisation list of prohibited or restricted parties;
- (iii) is not owned or controlled, directly or indirectly by any party described in clauses (i) and (ii) of this provision,
- (iv) is not resident or citizen of the countries or jurisdictions subject to prohibitions or restrictions on accessing or using the Company Services or any of the following: Afghanistan, the Democratic People's Republic of Korea, Democratic Republic of Congo, Eritrea, Libya, Somalia, South Sudan, Sudan, Yemen, Iraq, Iran, Cuba, Syria, Mali, Central African Republic, Guinea-Bissau, Lebanon or any other country which (or with any other persons who) is sanctioned by the EU, United Nations Security Council, US or under applicable laws of your country of residence.

Reside in a country where the Company Services are accessible and any applicable laws, rules or regulations do not prohibit you to access the Company's Services.

- 4. The User acknowledges that the provision of Services by the Company is dependent upon the necessary technological infrastructure, regulatory permissions, and operational capacity.
- 5. The Company reserves the right, at its sole discretion, to modify, suspend, or discontinue any or all of the Services without prior notice. However, the Company will endeavour to notify the User of any significant changes or disruptions to the Services where feasible.
- 6. Additional information regarding the Services, their use, and limitations will be communicated to the User from time to time.
- 7. The Company reserves the right to immediately suspend the User Account and provision of the Services. The Company can freeze or lock the Digital Assets and Payment Channel Provider, the Company or Payment Channel Provider suspects you to be in violation of this Agreement, our Privacy Notice, or any applicable laws and regulations.

VII. User Onboarding Process.

- 1. The Company conducts KYC Procedures to fulfil its legal obligations, including but not limited to Anti-Money (AML) and Counter-Terrorism Financing (CTF) requirements.
- 2. To utilise our Services, the User must successfully complete our User Onboarding process, which includes compliance with KYC Procedures. The User acknowledges that failure to meet these requirements will result in the refusal to be provided the Services by the Company.
- 3. The Company is dedicated to safeguarding User data collected during the onboarding process. The collection, usage, and protection of User data will be in accordance with relevant data protection legislation and the Company's Privacy Notice. We encourage Users to review our Privacy Notice for a more detailed understanding of our data practices.

VIII. User Obligations.

1. Users are responsible for providing accurate, complete, and current information during the User Onboarding process and throughout their use of the Services. Users warrant that all information provided, including personal identification documents, contact details, and any other requested information, is true, reliable, and up-to-date. Users agree to promptly update their information if any changes occur. This obligation applies equally when the Company requests additional information.
2. Users may be required to verify that the specified Digital Wallet for transmitting or receiving Digital Assets is owned and registered in their name.
3. Users commit to utilising the Services in compliance with all applicable laws, regulations, and guidelines of their jurisdiction. This includes but is not limited to, laws related to AML, CTF, other financial crime prevention measures, and tax laws. Users acknowledge that they bear sole responsibility for understanding and adhering to the legal requirements relevant to their use of the Services.
4. You are responsible for determining whether and to what extent any taxes, including but not limited to income tax, goods and services tax, VAT, or other applicable taxes, apply to any transactions associated with the Services provided by the Company. You are responsible for withholding, collecting, reporting, and remitting the correct amounts of taxes to the appropriate tax authorities.
5. Users bear responsibility for maintaining the security and confidentiality of their User Account even when the User is able to access the Services through a Partner Site. That includes but is not limited to the following
 - (a). Monitoring your User Account and reading all messages that have been sent to you. If you suspect that any aspect of your User Account has been compromised, you must contact The Company immediately and change your Partner Site password or your User Account password (if applicable).
 - (b). Ensuring that your registered email account(s) are secure. Should any of your registered email addresses be compromised, you should immediately contact the Company and your email service provider.
6. Users must refrain from granting access to the Services to unauthorised individuals. You agree to promptly notify The Company of any unauthorised access or suspected security breaches related to your User Account.
7. Users must refrain from using an anonymising proxy; use any other automatic devices, spiders or manual process to copy or monitor our websites without our prior written permission.
8. You will not harass and/or threaten our employees, agents, or other Users.
9. Users agree to cooperate with the Company in any investigations or inquiries related to their User Account. This includes but is not limited to identity verification, transaction monitoring, and actions performed by the Company in compliance with applicable laws and regulations. Users understand that the Company may request additional documentation or information to ensure compliance and mitigate potential risks associated with financial crimes.
10. If a User opts for an Accepted Payment Method that allows for Chargebacks, such as a credit card, the User agrees to exercise this Chargeback right exclusively in

circumstances where the Company has violated this Agreement or there has been unauthorised use of the User's Payment Instrument. Users understand that the Company is not liable for any mistakes or errors on their part concerning chargebacks.

11. When using the Services, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks of the Transaction and the underlying Digital Assets. You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your own evaluation of the merits and risks of any Transaction or any underlying Digital Assets.
12. You represent and warrant that you have not been subjected to any trade embargoes or economic sanctions or included on any sanction lists, such as the list of specially designated nationals maintained by the Office of Foreign Assets Control of The U.S. Department of The Treasury (OFAC) or any other sanction lists applicable in the European Union and/or the Republic of Poland. Furthermore, you affirm that you have no connections, whether through income, business affiliations, employment relationships, or otherwise, with any sanctioned organisation or jurisdiction.
13. As a user of the Services, you agree not to:
 - (a) Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from the Company.
 - (b) Trick, defraud, or mislead us and other Users, especially in any attempt to learn sensitive account information such as passwords.
 - (c) Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of Services and/or the content contained therein.
 - (d) Disparage, tarnish, or otherwise harm us and/or the Services, in our opinion.
 - (e) Use any information obtained from the Services to harass, abuse, or harm another person.
 - (f) Make improper use of our support services or submit false reports of abuse or misconduct.
 - (g) Use Services in a manner inconsistent with any applicable laws or regulations.
 - (h) Engage in unauthorized framing of or linking to the Services.
 - (i) Upload or transmit (or attempt to upload or transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
 - (j) Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
 - (k) Delete the copyright or other proprietary rights notice from any Content.
 - (l) Attempt to impersonate another User or person or use the username of another User.

- (m) Upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- (n) Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- (o) Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- (p) Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- (q) Copy or adapt the Services's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- (r) Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- (s) Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or using or launching any unauthorized script or other software.
- (t) Use a buying agent or purchasing agent to make purchases on the Services.
- (u) Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- (v) Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.

IX. Payment Channels and Accepted Payment Methods.

1. The Company offers a variety of Accepted Payment Methods through affiliations with third-party Payment Channel Providers. Users can select from the Accepted Payment Methods available to the User.
2. The availability of a particular Accepted Payment Method might fluctuate based on the User's jurisdiction and other factors. While the Company aims to facilitate various Accepted Payment Methods, the availability of these methods cannot be guaranteed and may vary due to factors outside the Company's control.
3. The Company retains the authority to alter or cease the provision of any Accepted Payment Methods at its sole discretion without prior notification. In such circumstances, the Company will endeavour to notify Users as soon as possible and provide alternative payment options, if available.
4. By accessing to specific Accepted Payment Methods, User acknowledges and agrees to be bound by such Payment Channel Provider's terms, including the applicable user terms and privacy policy. Further, User hereby consents and authorizes the Company

and the Payment Channel Provider to share any information and payment instructions you provide with each other and with any third party service provider(s).

5. As of the effective date mentioned above, the relevant Payment Channel Provider's terms are available with their webpages. User should review the Payment Channel Provider's terms, which govern User's disputes with the Payment Channel Provider, and describes the remedies available. This list may not be comprehensive and the Company may update it at any moment, without prior written notice to the User.
 6. Users are accountable for ensuring that any Payment Instrument utilised for a Transaction is registered in their name if this is explicitly required.
- X. Purchase and Sale of Digital Assets.
1. Users will be able to buy and sell Digital Assets from and to us, through our platform and through Partner Sites subject to the Transaction Fees and limits displayed during the purchase and sale flow.
 2. Acceptance by us of an Order does not guarantee that you will receive the corresponding amount of Digital Assets or Fiat Currency. The Digital Asset Order depends upon the actual receipt by us of the funds from your Payment Instrument, as well as payment of any applicable Transaction Fees.
 3. Subject to the limitations provided in this Clause and the Order being honoured by the User's Payment Instrument provider or another relevant party, Digital Asset purchases shall be credited to such Digital Wallet, as provided by the User at the time of the Order, as soon as possible once the Digital Asset purchase has been confirmed by the distributed ledger network. Once submitted to a distributed ledger network, a Digital Asset purchase will be unconfirmed for a period of time pending sufficient confirmation of the Order by the distributed ledger network. Digital Asset Orders that are in a pending state will not be credited to the Digital Wallet.
 4. The Company will use good faith efforts to fulfil Orders at the time that you place such Orders, including the applicable Transaction Fee and costs. However, from time to time, it may be necessary for the Company to delay the fulfilment of an Order until such time as we are able to execute the Order.
 5. The Company does not have any control over transaction times for the distributed ledger network, and there may be instances where transaction times may be significantly delayed due to the capacity and activity of the respective network. As a result, the Company cannot guarantee the transaction time and is not liable for any delays caused by the distributed ledger network.
 6. Once an Order has been dispatched to the Digital Wallet, it cannot be recalled or retrieved under any circumstances.
 7. You hereby agree that upon delivery of Digital Assets to your Digital Wallet or Fiat Currency to your Payment Instrument, the Company's obligations towards you will be absolutely discharged. You shall have no claim or right against the Company upon such delivery.
 8. Please note that:
 - (a) Digital Assets Transfers are irreversible. It is your sole responsibility to guard against fraud or error and to maintain the security of your private key. The Company will not

take responsibility for issuing refunds, regardless of whether you were a victim of fraud, error or loss of a private key.

- (b) Once an Order has been placed, it cannot be cancelled or recalled.
- (c) All Orders are final and cannot be refunded
- (d) The Company or any Payment Channel Provider may, at their sole discretion, refuse to execute any Order or initiate or finalise any Transaction for the following reasons:
 - (i) if executing the Order or initiating or finalising the Transaction would result in non-compliance with applicable laws, regulations, or internal policies of the Company or the Payment Channel Provider, including but not limited to AML and CTF laws, and sanctions lists;
 - (ii) if executing the Order or initiating or finalising the Transaction would pose an unacceptable risk to the Company or the Payment Channel Provider, such as credit risk, reputational risk, or operational risk;
 - (iii) if there are not enough funds to cover the Transaction and any applicable Transaction Fees;
 - (iv) The Company or the Payment Channel Provider may also refuse to execute an order or initiate or finalise a Transaction for any other reason at their discretion, as long as such refusal is in accordance with applicable laws and regulations. In such cases, the Company or the Payment Channel Provider will inform the User of the refusal unless such disclosure is prohibited by applicable laws and/or regulations.

XI. Fees, Exchange Rates and other charges.

1. Users are responsible for paying the fees associated with the use of the Services. The Transaction Fees are determined based on the specific Transaction type, such as buying or selling Digital Assets, and are displayed prior to the completion of the Transaction. Users agree to pay the Transaction Fees in the applicable Fiat Currency as specified by the Company. The payment of the Transaction Fee may be done by the direct deduction of given amount which is accepted by the User.
2. Users acknowledge that the exchange rate for converting Fiat Currency into Digital Assets or vice versa fluctuates. The Exchange Rate and amount of the Digital Assets that you wish to buy or sell will be confirmed at the time that you place an Order with us.
3. The Company reserves the right to pursue any financial losses suffered due to your filing of a Chargeback procedure with your Payment Instrument provider. These can include administrative fees levied by the Payment Channel Providers and card schemes such as Visa and Mastercard, as well as the monetary value of the Digital Assets.

XII. Intellectual Property.

1. Unless otherwise indicated, Services are our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on Services (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other

intellectual property rights and unfair competition laws of Poland, international copyright laws, and international conventions. The Content and the Marks are provided on Services "AS IS" for your information and personal use only. Except as expressly provided in these T&C, no part of Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission. Provided that you are eligible to use Services, you are granted a limited license to access and use Services and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to Services, the Content, and the Marks.

2. Users acknowledge that the Company's intellectual property rights are protected by law.
3. Users agree to respect and not infringe upon the Company's Intellectual Property Rights. Users must not remove, obscure, or alter any notice of the Company's trademarks or other intellectual property appearing on the Website or within the Services.
4. If you believe in good faith that materials made available in the Services infringe your intellectual property rights or are otherwise unlawful, you (or your agent) may send to the Company a written notice by mail or e-mail [info@kbjpay.com], requesting that the Company removes such material or blocks access to it. If you believe in good faith that someone has wrongly filed a notice against you, you can send a counter-notice to the Company. Notices and counter-notices must be sent in writing to the Company agent by e-mail to e-mail with appropriate title. We suggest that you consult your legal advisor before filing a notice or counter-notice.

XIII. Liability and Indemnification.

1. The Company, its affiliates, directors, employees, or agents, shall not be liable for any loss or damage sustained by you as a direct or indirect result of the provision by the Company of its Services, save for:
 - (a) Any intentional damages caused by the Company.
 - (b) Damage resulted from fraud, fraudulent misrepresentation, or fraudulent misstatement.
 - (c) Death or personal injury.
 - (d) Any statutory liability not capable of limitation.
2. In no event shall the Company, its affiliates, or service providers, including their respective officers, be liable for an amount greater than PLN 5000 or the actual loss, whichever is lesser, arising out of the use of the Services or any other product, service, or item provided by the Company, its affiliates or Partner.
3. The Company makes no warranties about the availability of its Services and assumes no liability for any damages or interruptions caused by elements outside of its control.

4. The Company disclaims all liability associated with the use of Digital Assets, including but not limited to unknown inherent technical defects, regulatory or legislative changes, and currency fluctuation.
5. The Company is not responsible for any damages or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment.
6. If Services are accessed through a Partner Site, the Partner's terms of service and privacy policy apply alongside this Agreement. The Company is not liable for any loss or damage caused by actions of or disputes with the Partner.
7. The Company shall not be liable for delays, failure in performance or interruption of Service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to significant market volatility, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control.
8. The Company shall not be liable to you for any permanent or temporary modification, suspension or termination of your User Account or suspension or termination of your access to all or any portion of the Services.
9. Except for the express statements set forth in this Agreement, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your use and access of the Services and Website.
10. Users are responsible for ensuring compliance with laws of their jurisdiction and indemnify the Company, its affiliates, directors, employees, or agents from any losses that arise due to non-compliance. The User agrees to indemnify and hold the Company, its affiliates, and any other related or third parties involved with the Company harmless from and against all losses, damages, liabilities, claims, demands, actions, or other proceedings arising from:
 - (a) Fraud, negligence, or wilful misconduct by the User in the use of the Services;
 - (b) Violation of applicable laws in the use of the Services and/or in the conduct of the User's business;
 - (c) Breach of the User's obligations under this Agreement, including penalties, fines, charges, or any other actions resulting from a breach or violation by the User;
11. In the event that the Company incurs any losses, damages, liabilities, claims, demands, actions, or other proceedings covered by the User's indemnification obligations as set forth in this Agreement, the Company reserves the right to seek indemnification from the User. The User agrees to promptly reimburse the Company for any such losses or expenses incurred.
12. In the event that the Company seeks indemnification from the User, the Company shall provide the User with prompt written notice of the claim or action for which indemnification is sought. The User shall have the right to participate in the defence of

any such claim or action with counsel of their own choosing, at their own expense. However, the Company shall have the right to control the defence and settlement of any such claim or action.

13. It is your sole responsibility to determine whether, and to what extent, any taxes apply to your use of the Services, and to withhold, collect, report and remit the correct amounts of such taxes to the appropriate tax authorities. We are not obligated to, nor will we determine whether taxes apply, or calculate, collect, report, or remit any taxes to any tax authority arising from any transaction.

XIV. Risk Disclosures.

1. Digital Assets carry a high level of risk. Due to the nature of Digital Assets, there is an inherent risk that losses will occur as a result of the purchase, sale, and ownership of Digital Assets. If you do not understand the risks involved, you should not purchase Digital Assets.
2. You acknowledge that the price or value of Digital Assets can change rapidly, increase or decrease unexpectedly, and potentially fall to zero.
3. Transactions in Digital Assets may be irreversible, and accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
4. Digital Assets are not legal tender and are not backed by any government. Also, the legislative and regulatory landscape around Digital Assets is constantly changing and may affect your ability to use, transfer, or exchange your Digital Assets.
5. Our Services are not covered by the Bank Guarantee Fund (Bankowy Fundusz Gwarancyjny), the Polish Deposit Guarantee Scheme or any other guarantee scheme.

XV. Disclaimer.

1. The Company is neither your broker, intermediary, agent, nor advisor. We do not possess any fiduciary duty or obligation to you concerning the execution of Transactions or any decisions you make or actions you take in the course of using our Services.
2. Any communication or data shared with you by the Company should not be considered or construed as investment, financial, or trading advice.
3. You bear exclusive responsibility for evaluating whether any Transaction is suitable for you based on your personal goals, financial situation, and risk tolerance. Furthermore, any losses or liabilities resulting from your decisions remain solely your responsibility. We encourage you to consult legal or tax professionals tailored to your unique circumstances.
4. The Company does not endorse any particular Digital Asset to be bought, earned, sold, or held by you. Before deciding to buy, sell or hold any Digital Asset, we strongly recommend you conduct thorough due diligence and consult with your financial advisors.

XVI. Amendments and Termination.

1. The Company may modify the terms of this Agreement from time to time. If we make changes, we will notify you by revising the page and changing the "Effective on" at the top of the Agreement, and, in some cases, we may provide you with additional notice

(such as sending you an e-mail). The User is encouraged to review the Agreement periodically to stay informed about our practices.

2. By continuing to use Services after an updated version of the Agreement is released, you are agreeing to abide by it.
3. This Agreement will continue to apply until terminated by either you or the Company as set forth below. If you want to terminate your legal Agreement with the Company, you may do so by:
 - (i) notifying The Company at any time and
 - (ii) closing your User Account for all of the Services which you use.

We may terminate this Agreement at any time based on our sole discretion.

4. All Transactions initiated prior will be executed in accordance with this Agreement.

XVII. Notices.

1. All notices and communications pursuant to or in connection with this Agreement must be in English and in writing.
2. All notices and communications to the Company shall be delivered and/or sent to the following address:
 - (a) Address: KBJ PAY ul. Piekna 24/26A, 00-549 Warsaw, Republic of Poland.
 - (b) Email: info@kbjpay.com
3. The Company may also provide an alternative address within Poland for notice delivery, which will be notified to the User occasionally.
4. All notices and communications to the User shall be delivered or sent to the postal address or email address provided by the User in connection with this Agreement.

XVIII. Complaints.

1. If you have any complaints regarding the Services, please contact our dedicated support team at info@kbjpay.com. We are committed to addressing and resolving any complaints in a timely and fair manner.
2. Upon receiving a complaint, the Company will conduct an independent investigation and provide a written response to the complainant. We aim to respond to complaints within thirty (30) days of receipt of the written complaint with our final response.
3. Complaints will be reviewed on a first-come, first-considered basis, and we Suppose a complaint does not include all necessary information. In that case, we may request the complainant to supplement the required data, and the thirty (30) day period will commence upon receipt of the supplemented complaint. In some instances, where reasonable, we may extend the complaint handling period by an additional fourteen (14) days, which will be communicated to the complainant.
4. We will notify the complainant of how the complaint has been handled in the same manner in which the complaint was lodged.

XIX. Governing Law and Dispute Resolution.

1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of the Republic of Poland.

2. In the event of any dispute arising out of or in connection with this Agreement, the parties agree to first attempt to resolve the dispute amicably through mediation. The mediation shall be conducted in accordance with the rules and procedures agreed upon by the parties or, in the absence of such agreement, under the rules of a recognised mediation institution.
3. To expedite the resolution and control the cost of any dispute, controversy, or claim related to these Terms (each referred to as a "Dispute" and collectively as the "Disputes") brought by either Party (collectively as the "Parties"), the Parties agree to first attempt to negotiate any Dispute informally for at least thirty (30) days before initiating arbitration, except for those Disputes expressly provided below. Such informal negotiations commence upon written notice from one Party to the other Party.
4. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent both to: info@kbjpay.com and to the registration address disclosed in XVII 2(a) above. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may commence an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award to which either party is entitled.
5. Binding Arbitration.
 - (a) Any claim or dispute arising out of or relating to the Service that cannot be resolved informally shall be settled by binding arbitration on an individual basis in accordance with the terms of this arbitration agreement, which you understand and agree to. You also agree to be bound by the arbitration award. Unless otherwise agreed, all arbitration proceedings shall be held in English and governed by Polish law. This Arbitration Agreement applies to you and the Company, as well as to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, and to all authorized or unauthorized users or beneficiaries of services or goods provided under the T&C.
 - (b) Any disputes arising out of or related to this agreement shall be finally settled under the Arbitration Rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, in force on the date of commencement of the proceeding, by an arbitrator or arbitrators appointed in accordance with the said Rules.
6. Proceeding.
 - (a) Lawsuit
 - (i) Completion of statement of claim by claimant
 - (ii) Selection of arbitrator by claimant or substitute appointment
 - (iii) Transmission of the statement of claim to the respondent
 - (iv) Submission of a statement of defence and selection of an arbitrator by the respondent or substitute appointment
 - (b) Sending the file and nomination to the arbitrators

- (c) Sending file and nomination to arbitrators
 - (d) Election of the Chairman of the Arbitral Tribunal by the arbitrators or substitute nomination
 - (e) Hearing
 - (f) Award
7. Must be remembered.
- (a) An arbitration award properly provided cannot be set aside. The parties to the dispute are entitled to bring an action to set aside the judgment only on formal grounds, e.g.: lack of or defects in the arbitration clause, ruling on matters not covered by the clause, depriving the party of the possibility to defend its rights, incorrect appointment of the composition, issuance of another judgment in the same case earlier, its inconsistency with the fundamental principles of the legal order of the Republic of Poland. The court shall set aside the judgment or dismiss the complaint, but shall not retry the case for arbitration. A new application by a party is required to retry the case after the judgment has been set aside
 - (b) The arbitration requires the party which brings the lawsuit to pay whole cost of such proceeding.
8. The time limits. If you or the Company pursues arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations and within any deadline imposed under the Rules for the pertinent claim.
9. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less expensive than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by an arbitration.
10. The Confidentiality. All aspects of the arbitration proceeding shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, or to seek injunctive or equitable relief.
11. Right to waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
12. Survival of agreement. This Arbitration Agreement will survive the termination of your relationship with the Company.
13. Restrictions. The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law: (i) no arbitration shall be joined with any other proceeding; (ii) there is no right or authority for any Dispute to be arbitrated on a class-action basis (or similar proceeding) or to utilize class

action procedures (or similar procedures); and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

14. Exceptions to informal negotiations and arbitration. The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (i) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (ii) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (iii) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above. The Parties agree to submit to the personal jurisdiction of that court.
15. You and we agree that any claims relating to this Agreement or your relationship with The Company as a User of the Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of this Agreement) shall be brought against the other party in arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You and the Company further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action to the extent permissible by applicable law. Consolidating individual arbitrations into a single arbitration is not allowed without the consent of all parties, including the Company.
16. The User, a consumer, may also have the right to take advantage of non-court complaint handling and claim management procedures. The information about such dispute procedures is available, among others, on the EU Internet ODR platform at <http://ec.europa.eu/consumers/odr/>.

XX. Entire Agreement and Severability.

1. This Agreement constitutes the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties, and understandings of the Parties (whether oral or written). The Agreement shall be construed according to their fair meaning and not strictly for or against either party.
2. If any provision, or any part thereof, of this Agreement, is determined invalid or unenforceable under applicable law, said provision would be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement
3. If any provision of this Agreement is found to be invalid or unenforceable, the parties agree to negotiate in good faith to replace such provision with a valid and enforceable provision that unenforceable provision.
4. Some jurisdictions prohibit the disclaimer of certain warranties or conditions or the limitation of certain types of liability. In such circumstances, to the extent that such

prohibitions prohibit any exclusions and limitations in these T&C, such exclusions and limitations will not apply to you strictly to the extent necessary to make these T&C consistent with such prohibitions.