

Terms of Use

1. Purpose and Application

These Terms of Use (“Terms”) define the rights, obligations, and responsibilities of **ALTN Limited** (hereinafter — the “Company”, “we”, “us”, “our”) and any individual or legal entity using the Company’s services (hereinafter — the “User”, “you”, “your”) in relation to the use of the Company’s website, applications, and related services (collectively — the “Services”).

These Terms form part of the User Agreement (as defined in Section 2 below) and constitute a legally binding agreement between the User and the Company. By registering an account on **altn-invest.com** or any other websites, web pages, features, content, mobile applications, or third-party applications integrating the Company’s API, the User confirms that they have read, understood, and agreed to be bound by the User Agreement, which includes these Terms of Use and the Privacy Policy.

The User Agreement constitutes the full and exclusive agreement between the User (as a subscriber, client, or end-user of the Services) and the Company (as the owner, operator, and/or provider of the Services). Users may not selectively accept certain terms. If you do not agree with any provision of the User Agreement, you must immediately cease all access to and use of the Company’s Site and Services.

The User acknowledges and accepts that trading or holding digital assets involves a high degree of risk, including the potential loss of all invested funds. Digital assets are subject to regulation by the Astana Financial Services Authority (“AFSA”) in accordance with applicable legislation. The User must carefully evaluate their financial situation, risk tolerance, and personal circumstances before engaging in any transactions involving digital assets.

2. Publication, Application and Amendments

The Company shall publish these Terms of Use, the Privacy Policy and any other documents regulating the terms and conditions of use of the Services on the initial target page used to access the Services, to ensure availability and convenient access for Users through the Company’s website **altn-invest.com**.

The Company reserves the right to amend, modify or make corrections to the provisions of the Terms of Use or the Privacy Policy, in whole or in part, from time to time in accordance with Applicable Law.

The Company shall notify Users of any such amendment, modification or correction by posting a general notice through the Services on the Company’s website or by any other means reasonably determined by the Company. When posting the notice, the Company shall specify the effective date of the change, and such amendment, modification or correction shall take effect within a reasonable time after publication. However, if such amendment, modification or correction, in the Company’s reasonable opinion, has a significant impact on Users or materially affects the Services, or if no effective date is specified, such amendment, modification or correction shall take effect thirty (30) days after publication (“Effective Date of Changes”). The revised User Agreement, Terms of Use and Privacy Policy (with the updated “Last Updated” date at the top of the relevant document) shall be published on/through the Services.

If the User disagrees with any proposed addition, modification or amendment, the User may express an objection before the date on which the changes become effective and shall cease using the Services. Users who do not object to any proposed addition, modification or amendment are deemed to have agreed to such addition, modification or amendment.

The continued access to or use of the Services and the User Account by the User on or after the effective date of the changes constitutes the User's agreement to assume the legal obligations of the User Agreement as amended. Therefore, the User shall: (a) review the latest versions of each document that constitutes the User Agreement; and (b) raise any objections and cease using the Services before or after the effective date if the User has any objections or concerns regarding any of the amendments.

If the User does not agree with any proposed addition, modification or amendment, the Company reserves the right to suspend or terminate the User's use of any Services (even if the User does not exercise their right to terminate the provision of Services), and in such case the User must stop using the Services and/or their User Account.

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4. Compliance of Users With Access Criteria

All Users may access certain public sections of **altn-invest.com**. However, only registered Users are permitted to access and use the Services.

To use the Services, any natural or legal person wishing to become a User or customer of the Company's Services (the "Applicant") must register an account ("Account" or "Company Account").

The application for registration shall be submitted on the condition that the Applicant provides the Company with information and documents confirming that the Applicant meets the following criteria:

1. The Applicant must fill out the registration form provided by the Company, either online or by another method that the Company notifies the Applicant of; to be eligible to use the Services, the Applicant must be at least 18 years old. The Applicant must have legal capacity to enter into a contract;
2. The Applicant's right to access the Services also depends on the country in which the Applicant resides. Residents of countries subject to sanctions or restrictions are not allowed to use the Services. Information about such countries can be found in the Company's internal regulatory documents on anti-money laundering and counter-terrorism financing. The Applicant must provide such information and supporting documents as may be required by the Company for the purpose of conducting the Know Your Customer (KYC) process, processing the application, and KYC procedures as determined by the Company in accordance with its internal policy;
3. The Applicant must not have any indications of involvement in money laundering or terrorist financing, as determined by the Company at its own discretion;
4. The Applicant confirms that the application is submitted on his/her behalf and that the Account is used by the Applicant on his/her behalf, and not as a representative of any third party; the Applicant has agreed to the User Agreement;
5. The Applicant must satisfy such other criteria and procedures as the Company may determine from time to time in accordance with its internal policy or applicable law; and
6. The continued use of the Services by the User must be in accordance with the above access criteria, with necessary modifications. The Company may, at its sole discretion, refuse to open a Company Account for the Applicant or limit the number of Company Accounts that the Applicant may have.

If the Applicant or User is not an individual or legal entity, the Applicant or User must appoint their own Authorized Representatives to perform the functions of the main liaison with the Company (including providing instructions) and to access and manage the User Account on behalf of the User.

The Applicant and User agree to provide the Company with information requested to verify identity and detect money laundering, terrorist financing, fraud, or any other financial crime, and the Company is authorized to maintain such information. The Applicant and User must undergo

certain verification procedures before they are allowed to use or continue using the Services, and the restrictions that apply to the use of the Services may change based on the information collected on an ongoing basis. The information that the Company requests will include Personal Data of the Applicant and User, including, among other things, their full name, address, phone number, email address, country/date of birth or registration (in the case of a legal entity), taxpayer identification number, government identification number, and information about their bank account (such as the bank name, bank address, account type, SWIFT address or any branch code of the bank, and account number), and similar personal information related to related persons, Authorized Representatives, and relevant beneficial owners (collectively referred to as "Relevant Third Parties"). By providing us with such Personal Data or any other required information, the Applicant and User confirm that the information is current, valid, accurate, and not misleading.

The Applicant and User agree to inform the Company if any of the provided information changes. The Company is authorized to make inquiries, whether directly or through third-party service providers, that it deems necessary to verify the Applicant's and relevant Third Party's identity to protect all parties from fraud or other financial crimes, and to act as the Company reasonably deems necessary based on the results of such inquiries. When the Company performs these inquiries, the Applicant and User acknowledge and agree that their Personal Data may be disclosed and used by such third-party credit reference agencies, fraud prevention and financial crime prevention agencies. Additionally, the Company may require you to wait for some time after the completion of the transaction before allowing the User to use further Services and before allowing the User to transact beyond a certain volume or threshold limit.

To access the Company's website and Services, the User must have the necessary equipment (e.g., personal computer, smartphone, or tablet) and the corresponding subscriptions to telecommunication services for Internet access. Then, access to the Services can be obtained directly through the Company's website.

Applicants and Users must provide an email address and create a password. The Company offers two-factor authentication using the User's mobile device (SMS or supported time-based one-time password (TOTP) application). To activate two-factor authentication via SMS, a verified phone number is required.

Users are responsible for maintaining the security and control of the electronic devices they use to access the Services. Users are responsible for keeping their password and their own electronic devices secure, including taking all reasonable measures to prevent loss, theft, or improper use of such electronic devices and ensuring that such electronic devices are password protected.

Any failure to fulfill such obligation may result in unauthorized third-party access to the User's account and the loss or theft of any Digital Assets or any electronic money, digital currency supported by the Company, and/or funds held in the User's account with the Company, as well as the misuse of any associated accounts, including linked bank accounts and credit/debit cards. Users must continually ensure the security of their data.

The use of the Services is subject to a threshold or transaction size limit, stated in tenge or other acceptable fiat currency, which may be set by the Company, and acceptable bank accounts from licensed banking accounts. To view applicable limitations, the User may log into their Company Account. Transaction limits may vary depending on the User's payment method, the verification stages completed by the Applicant and User, and other factors. The Company reserves the right to modify applicable limits at its discretion. If you wish to increase your limits above the established amounts, you may submit a request to the Company's customer support.

The Company may require the Applicant and User to immediately provide additional information about themselves or their Relevant Third Parties and their business, property, assets, accounting documentation, and arrange meetings, if necessary, with the Company's staff and related third parties (this process is called "Enhanced Due Diligence"). The Company reserves the right to charge the Applicant/User expenses associated with such Enhanced Due Diligence, although if the Company intends to do so, it will notify the User in advance. At our discretion, the Company may refuse to increase the User's limits or may reduce the User's limits at a later time, even if Enhanced Due Diligence of the User or Relevant Third Parties has been conducted.

If the Company accepts an Applicant's registration, the Company must notify the Applicant. Applicants who have not received such notification should not attempt to use the Services through any account.

5. Updating User Information

Users may access and update their Personal Data or information at any time through the prescribed procedures available on or through the Company's Site, or via Customer Support, whose contact details are available on or through the Services or the Company's Site.

The Company shall not be responsible for any losses incurred as a result of the User failing to notify the Company of such changes as stated above.

6. User Account Management

Each User Account opened by the Company is managed and operated exclusively by the User and shall not be transferred to any other person. User access and use of the Services through their User Account is strictly limited to the User and, if the User is a legal entity or non-natural person, their Authorized Representatives.

Users are solely responsible for registering, storing, managing, and protecting all information necessary to access their Company User Account, including their usernames, passwords, and any other security credentials assigned to the User or necessary to access and use the Services through the User Account, and must not allow any third party to use such information. Users must not provide, assign, transfer, sell, or otherwise dispose of such information, except to their Authorized Representative, and shall be liable for the actions and omissions of the Authorized Representative. The User bears full legal and material responsibility for the actions and omissions of their Authorized Representative.

The User is bound by obligations and is solely responsible for all actions or inactions of any person who uses the Services through their Account, including their Authorized Representatives. The Company is not obliged to request or verify the identity, authority, or legal capacity of any person using or intending to use the Services through the Account. The Company has the right to rely on any instructions provided by anyone accessing or using the Account, even if they are made fraudulently or contrary to the terms of any other instructions given by the User. The Company considers a User who has successfully logged into the Account or used the Services through any Account to be the User of that Account after the usual verification process has been applied, and considers all transactions made by such User to be valid transactions, even if the username and password are fabricated, falsified, obtained fraudulently, or used without permission.

If the User becomes aware that their information used to access their Account has been lost, stolen, disclosed, or otherwise compromised by a third party, the User must immediately notify the Company's Customer Support Service and follow any instructions provided by the Company. The Company may take immediate action, including preventing any access to the system and suspending or using the Account, provided that the User will always be responsible for any actions taken when using the Account prior to logging out, suspension, or termination of the Services.

The Company is not responsible for any losses incurred by the User as a result of the loss, theft, mishandling, careless use, or disclosure of any information required to access the User's Account, including, among other things, the User's password or other security credentials.

Each User agrees that they are solely responsible for ensuring that each Authorized Representative knows, observes, and is bound by the provisions and conditions of this Section 6.

7. Data Protection

Each User agrees that the Company, as operator and provider of the Services, may collect, use, disclose, and transfer any Personal Data provided by Users (including Personal Data of Relevant Third Parties of each User) in accordance with the Privacy Policy, which may be amended and supplemented from time to time.

Each User represents and warrants that they have read the Privacy Policy and agree to its terms.

If the Company provides its Users with a new version of the Privacy Policy from time to time, Users shall promptly review such notice and provide a copy to any individual whose Personal Data they have provided to the Company.

8. General Obligations of the Company

The Company makes all reasonable efforts to provide uninterrupted and stable provision of the Services in accordance with the terms of the User Agreement.

The Company makes all commercially reasonable efforts to implement reliable security systems designed to protect Users' Personal Data (including financial information and completed transactions) to ensure that Users' use of the Services is conducted in a safe and secure environment.

The Company makes all commercially reasonable efforts to review all legitimate complaints from Users in a fair and equitable manner.

9. User Obligations

Users undertake not to do any of the following: theft or attempted theft of information of any other User or persons; modify any Content that is posted or provided by the Company and authorized third parties, including falsification or removal of any links to authors, legal or other appropriate notices or designations of ownership rights or labels of origin or source material that is uploaded or otherwise provided by Users; transmit or publish information, including uploading, publishing, emailing or otherwise transmitting any material that is illegal, immoral, obscene or defamatory towards any person.

Users do not have the right to transfer, in accordance with contractual, fiduciary or other relationships (for example, internal information, trade secrets, official and confidential information obtained or disclosed under non-disclosure obligations) to or through the Company's Services or Website, except those authorized by the Company; upload, publish, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "letters of happiness", "pyramid schemes" or any other form of imposing products/services, except for those areas that Users can specify for this purpose; violate the intellectual property rights of the Company, its Affiliates and any third parties, including their trademarks, copyrights or remove any trademarks, copyrights or other proprietary notices from the Company's Website or any Content contained therein; participate in any acts, actions or deeds that may damage the reputation of the Company, its Affiliates or any third party or disrupt any of their operations; disclose or publish obscene or violent messages, videos, audio, false facts or any other information that harms public order and proper customs of society, on or through the Services; duplicate or create any derivative works based on the Company's Website or any Content contained on it or obtained through the Services, and Users agree and stipulate that any derivative works are not considered "fair use"; use the Company's Website or Services, or any Content contained therein, for any public display, public performance, sale or rental, and Users agree and stipulate that any such use is not considered "fair use".

Use the Services for illegal or improper commercial purposes; act as an agent or nominee on behalf of any third party when using a User Account; to gain access to the Account and/or Services, to create or increase the number of impressions and clicks, to apply for the use of the Services or to overload the Company's server using automated means such as an agent, script, crawler, spyware and toolbar, or by any other fraudulent means without the prior permission of the Company; enter or attempt to download any files, content, materials or code that contain any virus, Trojan horse, virus self-replication programs (worms), virus type "time bomb", cancellation bots, corrupted files or other similar software, computer programming programs that are designed to damage, harmful interference, secret interception or expropriation of any system, data or personal data; disrupt, disable, encumber or otherwise hinder the availability or disrupt the proper functioning of the Services, including, but not limited to, false attacks, backups, eavesdropping, hacking, denial of service attacks, reverse engineering or reprogramming; circumvent any encryption or other security tools used anywhere on the Company's Website or in combination with Services; collect data or otherwise collect Personal Data or other Account-related Information or Confidential Information of another User or a third party, including email addresses or other personally identifiable information, or use any data mining tools, bots, scraper programs or similar collection and extraction tools on the Company's Website or in combination with the Services.

Participate in any acts, actions or actions that have the purpose or are considered an abuse of the rules of activity in the market or may create a false or misleading impression of any active trading of any Digital Assets or anxiety in the market to manipulate the price of Digital Assets fraudulently, including the use of Services to impersonate the Company or any other User or person; to use any device, scheme or trick to deceive, to participate in any actions, practices or conduct of business that act as fraud or deception or may act as fraud or deception against any person, to make any statements that are knowingly false in a material respect; to participate in any acts, actions or deeds that have the purpose or may manipulate the digital asset market or the prices of Digital Assets or persuade any other person to trade Digital Assets fraudulently or dishonestly; violate a reliable transaction procedure by using methods of improperly influencing the prices of Digital Assets; or commit any other illegal, fraudulent, misleading or manipulative actions, including the use of any meta tags, pay-per-click advertising or any other "hidden text" using the Company's Website name or Company signs (as defined in Section 10 below).

The User hereby stipulates that any use of the name or Website or the Company's Marks or any other Marks belonging to the Company is a violation of the Company's trademark rights, and the User undertakes to pay a penalty in the amount of 5,000,000 tenge (five million tenge) for such violation as a genuine preliminary assessment of the losses and damages that the Company will incur as a result of such violation, plus the User agrees to pay any fees incurred in collecting this amount, including attorney's fees and all related costs; do everything that can negatively affect the proper operation of the Company's Website, Services, as well as the reputation and prestige of the Company.

In addition to agreeing not to engage in any of the above activities, Users must also comply with all applicable laws and regulations related to their use of the Company's Services and Website. Users are responsible for their own conduct and any Content they upload, post or otherwise transmit through the Services or Website. The Company reserves the right to monitor any Content transmitted through the Services or Website and to remove any Content that, in its sole discretion, violates these Terms of Use or is otherwise objectionable.

Users must comply with all applicable laws, the User Agreement, and any issues that the Company has notified or informed them about regarding the Services, and must not take any actions that disrupt the Company's operations.

10. Intellectual Property Rights in Relation to Publications

- a. By submitting, posting or displaying any Publications or content on the Services or through them, the User grants the Company a non-exclusive, worldwide, royalty-free license, with the right to use, edit, store, copy, modify, disclose, adapt, reproduce, transmit, publicly perform, display and distribute such Publications or their content for the purposes of managing, improving, expanding and promoting the Services, for the development of any new service or feature; using such Publications or their materials for the creation, compilation or distribution of derivative works; allowing media and mobile operators to report and broadcast Publications or their content for the promotion or sale of the Services.
- b. If the Company intends to use a User's Publication in a manner other than that prescribed in clause (a) of Section 10 above, it may obtain the User's prior consent by telephone, fax or email.
- c. Even if the User Agreement is terminated by the User or the Company in accordance with Section 20, the license provided in clause (a) above shall remain in effect after the termination of the User Agreement.

11. Rights to Use Publications

The User, not the Company, is responsible for any Losses or other problems arising from the Company's use of the User's Publications in cases where the Company complies with the provisions of Section 10.

The User shall indemnify the Company and its Affiliates for all Losses arising from any claims, actions or proceedings by third parties against the Company or its Affiliates for unauthorized use of Publications or any infringement of any Intellectual Property Rights of such third parties in connection with the Publications.

12. Ownership of Intellectual Property Rights

Names, images, and logos or any other trademarks (“Marks”) identifying the Company or third parties, as well as their products and services, are protected by copyright, design rights, and trademarks of the Company or its Affiliates, as well as any other relevant third parties, and all rights to the Marks are expressly protected by the Company or its Affiliates or respective third parties. Nothing in the User Agreement should be interpreted as implicitly, by legal presumption or otherwise, granting any license or right to use any trademark, patent, design right, or copyright of the Company, its Affiliates, or any other third party without the prior written consent of the Company or such third party. Users must not use the Marks of the Company or its Affiliates or the Marks of any other third party in any way, including in any advertising or posting information in the public domain, or as a hyperlink without the prior written consent of the Company.

All links to the Company's website must include **altn-invest.com**, and such similar or derivative use of the Company's names or websites, including the names of its Affiliates and all logos associated with the Services or displayed on the Company's website, are trademarks or registered trademarks of the Company or its licensors. Users may not copy, imitate, or use them without the prior written consent of the Company.

The Company, its Affiliates, and licensors own and retain all rights, title, and interest in and to:

- (a) the Company's Site, including all platforms, websites, and any other means used to provide the Services;
- (b) all equipment, software, and other items used to provide the Services; and
- (c) all materials, including, without limitation, information, databases, data, documents, online graphics, audio, and video, provided through the Services, which contain confidential information owned by the Company, protected by applicable intellectual property laws and other laws.

Except as expressly permitted by the Company, Users must not copy, modify, publish, transmit, distribute, use, display, or sell any confidential information owned by the Company. Users also must not decompile, reverse engineer, or otherwise attempt to learn the source code of any content available on or through the Services, except under special circumstances expressly permitted by the Company in writing.

In the event that Users upload any software, applications, or scripts to the Services or the Company's Site or through them, the Company grants Users a non-exclusive, non-transferable, and non-sublicensable license to use the software (collectively referred to as "Software"), including any files, images included in the software or created using the software, and accompanying data, solely for the purpose of using the Services in accordance with the User Agreement.

For the avoidance of doubt, the Company does not transfer ownership or any other rights to the Users with respect to the Software. Users must not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise deal with the Software. Any Software uploaded to the Services or through them is at the User's own risk.

Users must not imitate, copy, modify, decompile, disassemble, reverse engineer, distribute, broadcast, reproduce, license, or create any derivative works, assign, transfer, or sell, in whole or in part and by any means, the Services or any Content, information, data, products, or services obtained through or in connection with the Services ("Service Content").

Unauthorized use or use of the Services or Service Content may infringe the Company's or any third party's intellectual property rights, and may also be a criminal offense under any applicable law.

Users have the right to extract and display Service Content on any compatible device owned by the User, and to save a copy of the Service Content for record purposes, provided that Users preserve all associated intellectual property rights and other proprietary notices intact.

13. Services Provision

ALTN Limited is authorised by the financial regulator of the AIFC, Astana Financial Services Authority (“AFSA”), to conduct the activity of *Dealing in Investments as Principal Services*, which include Digital Asset Services.

In the following Sections 13, 14, 15, and 16, the term **Digital Asset Services** refers to operating as a digital asset trading platform that enables Users to trade or exchange existing fiat currency and/or digital assets with the Company.

Offering any other services by the Company related to digital asset trading or transactions is subject to the following:

1. The offering of each specific Service is subject to compliance with Applicable Law.
2. The platform service for trading digital assets allows Users to obtain prices for buying digital assets (“Digital Asset Exchange”). The Company, unless otherwise specified, does not issue digital assets.
3. **ALTN Limited** does not provide any wallet or hold, safeguard, or administer any private keys or other security information or cryptocurrency for its customers.
4. When using the Services, you will be asked to provide us with the address for your wallet by either: providing a QR code which represents your wallet address; or manually typing your wallet address where provided when placing an order.
5. It is your responsibility to provide us with a true, accurate, and complete wallet address when carrying out an order. It is therefore important that the wallet address you provide for an order is correct. You understand and agree that **ALTN Limited** accepts no liability for you providing an incorrect or inaccurate wallet address as part of an order. By providing a wallet address to us, you confirm that this is the wallet address that should be used for the relevant order, and we will not, and have no responsibility to, check whether you have provided a correct and accurate wallet address for the order.
6. Taking into account applicable network fees (mining or gas fees), trading and/or transfer fees, and applicable taxes (if any), the digital asset conversion service allows you to buy and sell digital assets, which essentially means that the User can convert one set of digital assets or fiat currency into another set of digital assets with the Company.
7. The Company makes every reasonable effort, and taking into account regular downtime due to periodic technical maintenance as specified in Section 14 below, to make the Services available to Users 24 hours a day, seven days a week, whenever possible.
8. The Company may suspend or terminate the provision of all or any of the Services to all or selected Users without prior notice if: the Company conducts urgent technical maintenance, replacement, or inspection of information and communication equipment, including, among other things, any computer system that is connected to or used in connection with the Services; any of the systems or devices necessary for the provision of the Services is suspended or terminated, including, among other things, any defects in any information and communication equipment such as computer systems or communication lines; any force majeure event occurs; any Company asset or its Affiliate is stolen or lost as a result of hacking or any other means; the

- Company knows or suspects that any User is no longer a User entitled to access, in accordance with Section 5, or any User violates any terms of the User Agreement; if any of the events listed in Section 20 occur; the Company is conducting or intends to investigate any alleged use of any User's Account; there is a liquidity shortage in any of the digital assets, as determined by the Company's sole and absolute discretion; or it is required in accordance with Applicable Law.
9. The Company may, with prior notice to Users and in accordance with Section 20, suspend or terminate the provision of all or part of the Services.
 10. The Company may suspend or interrupt the provision of all or part of the Services from time to time to carry out regular system checks or maintenance. Unless it is reasonably impractical, the Company must provide advance notice of such planned checks or maintenance on the Services or through them. During this period, the use of Services or Accounts is suspended until the checks or maintenance are completed.
 11. The Company is not responsible for any Losses incurred by the User in connection with any measures, suspension, interruption, or termination taken by the Company in accordance with this Section.

14. Use of the Service

The User must submit a request to purchase Digital Assets only through the method established by the Company on the Company's website.

Before the User submits or confirms a request, the Company will provide summary information that includes the quantity and price of Digital Assets that the User intends to buy or sell, as well as network fees (mining or gas fees), trading and/or transfer fees, and any value-added taxes (VAT), if applicable.

The User agrees that the Company's failure to provide this summary information or any confirmation of the request does not affect the request submitted by the User. However, Users can revoke or modify submitted requests at any time before the Company executes them.

The purchase of Digital Assets must occur on the same business day that the platform or the Company's website receives instructions from the User. If the Company's website receives instructions from the User to purchase Digital Assets using fiat currency on a non-business day or after 15:00 (Astana time) on a business day, the Company may treat these instructions as if they were received on the next business day, and the execution of transactions will also depend on the processing times established by the bank.

However, if the User wishes to make a transaction using their Digital Assets, the Company must be able to facilitate the execution of the request even on a non-business day or after 15:00 (Astana time). Nevertheless, Users agree that they will not have the right to revoke or modify their request after the Company executes it, and all transactions executed by the Company will be binding.

When the User places an order to buy Digital Assets on the Company's website, the User cannot revoke their consent for any orders, unless the purchase or sale is scheduled to occur on a future agreed-upon date — for example, if the User sets up a recurring purchase or sale of Digital Assets ("Future Transaction"). In the case of a Future Transaction, the User may revoke their consent until the end of the business day preceding the date on which the Future Transaction is scheduled to occur. The User may revoke their consent for a Future Transaction by following the instructions provided on the Company's website.

The User bears sole material and legal responsibility for the accuracy of the external digital asset address registered for the deposit of Digital Assets to be transferred, depending on the circumstances, and the Company is not liable for any losses incurred by the User as a result of transferring any Digital Assets to an external digital asset address that the User has erroneously provided or otherwise as a result of the User's instructions.

Notwithstanding any provision of this Agreement, the Company is not obligated to facilitate the transfer of any funds, whether in Digital Assets, if it could lead to a violation of Applicable Law or if there is suspicion of money laundering or terrorist financing, as determined by the Company in its sole discretion.

Users agree that neither the Company nor its Affiliates provide any recommendations, warranties, or predictions regarding any Digital Assets, their prices, or the trading of any Digital Assets, and are not responsible for any losses incurred by Users in the trading of Digital Assets (including losses arising from any fluctuations in Digital Asset prices).

If the purchase of Digital Assets or the repayment of balances is initiated from the User's Wallet using the User's login details, and if the Company has not been informed otherwise, it will assume that the User has initiated the instruction or given permission for such a transaction to take place, and will execute the orders accordingly.

If the User believes that they did not authorize a specific transaction or that a transaction was performed incorrectly, the User must contact the Company's customer support service as soon as possible and, in any event, no later than 30 calendar days after the relevant transaction, using the established form, by email, or by phone as indicated on the Company's website.

It is essential that the User maintain transaction records to ensure the detection of any unauthorized or incorrect transactions and notify the Company's customer support service at the earliest opportunity. The Company will not be liable for any material or legal claims in connection with unauthorized or incorrect transactions if the User has not notified the Company in accordance with this section.

In the event of an unauthorized transaction, and if the User is able to notify the Company's customer support service in time to prevent the transaction or deal from being executed, the Company will restore the User's balance of funds in the User's Company Wallet to the state it would have been in had the unauthorized transaction not occurred. If the User fails to notify the Company in time to prevent the transaction from being executed, the Company will make every effort to cancel the transaction.

If the User fraudulently, intentionally, or through negligence fails to perform their obligations under this User Agreement, the User will be responsible for all Losses incurred by both the User and the Company.

In the event of a dispute between the Company and the User regarding an unauthorized transaction, where the User has provided convincing arguments supported by trustworthy confirming documents, the Company may, in certain cases, temporarily credit funds to the User's Company Wallet while the dispute is under consideration.

If the Company decides, based on all relevant evidence, that the User did indeed authorize the transaction, any temporary credit of funds will be cancelled, and errors corrected in any statement of the User's Company Wallet with prior notice to the User or without notice. The User

will also be liable to the Company for any transferred funds that were temporarily credited to the User's Company Wallet.

If a transaction is performed incorrectly (for example, due to an error or mistake by the Company), the Company will reimburse the User the amount of the transaction without undue delay and restore the account in the User's Company Wallet to the state it would have been in had the transaction not occurred. The Company will also pay any expenses and any interest that the User may present.

The User may appoint Linked Third Parties to access the User's Company Wallet. The User should be aware that by granting such access, the Linked Third Party may access transaction data and other User data and may initiate instructions on requests or transfers from the User's Company Wallet.

The Company reserves the right to refuse access to any Linked Third Parties for objectively justified and clearly confirmed reasons regarding unauthorized or fraudulent access to the User's Company Wallet. In such cases, unless prohibited by Applicable Law, the Company will inform the User that the Linked Third Party has been denied access and the reasons for this. The Company will grant access only after it has ascertained that there are no longer any reasons for refusing access.

The User expressly agrees to the Company's access, processing, and storage of any personal information that the User or Linked Third Parties provide to the Company for the provision of these Services. This consent is not linked to or affecting any rights or obligations of the Company or the User under the applicable data protection laws and regulations.

The User may revoke their consent to the Company's provision of Services to the User at any time by closing their account with the Company. However, the Company may retain and continue to process the User's personal information for other purposes.

See Section 26 on Privacy below and the Company's Privacy Policy for additional information on how the Company processes User and Linked Third Party Personal Data, as well as the rights that the User has in this regard.

The User also agrees that neither the Company nor its Affiliates guarantee the availability of any Digital Asset pairs or Digital Asset/Fiat currency pairs in their Services.

In the event of the suspension of any Digital Asset markets, the occurrence of force majeure circumstances, market volatility, liquidity or market condition changes, determined by the Company at its sole and absolute discretion, or any changes or introductions to Applicable Law, the Company may, at its sole and absolute discretion and without prior notice to Users, take one of the following steps, and the Company is not responsible for any Losses incurred by the User as a result of any such actions taken:

- denial of any access to the Account and use of the Services;
- suspension of all operations within the Account and Services;
- cancellation of any application sent by the User; or
- calculations for any positions owned by the User, regardless of whether such a User has submitted an application.

15. Digital Asset Exchange Services

Users can purchase supported Digital Assets with fiat currency by linking a valid payment method supported by the Company, such as a credit card, debit card, or a bank account registered with the Company, to their Company Wallet. After that, Users authorize the Company to debit the funds using the selected payment method(s) to complete the purchase. The Company will try to deliver the Digital Assets as soon as possible. However, the Company may debit the funds from the User's selected payment method before the transaction status with the Digital Assets is shown as completed and delivered to the corresponding Company Wallet or the User's external crypto asset address.

If, at its absolute discretion, the Company decides that it cannot continue to provide access to a specific Digital Asset Exchange Service for any reason, it will notify Users of the termination of such service.

The Company will make every effort to fulfill all purchases of Digital Assets, but in some circumstances, it may not be able to do so. If this is the case, the Company will notify the corresponding User and request their consent to try again to purchase or sell at the Exchange Rate as defined in Section 16 below.

The availability of the payment method depends on Applicable Laws, the User's place of residence, information provided for identification, conditions, processes, and restrictions imposed by third-party payment system operators, including relevant banks and financial institutions.

Each purchase or sale of Digital Assets using fiat currency is subject to such network fees (gas fees or mining fees), trading and transfer fees, banking commissions, and applicable taxes, including VAT. Applicable fees and charges will be displayed on the Company's Site when they are available for each transaction and specified in each invoice or transaction issued to Users.

The Company reserves the right to introduce and may adjust applicable fees and charges at any time. The Company will not process a transaction if the applicable fees, charges, and taxes, including VAT, collectively exceed the transaction's value.

Each purchase or sale of Digital Assets using fiat currency is matched with the price of the corresponding available pairs of Digital Assets or fiat currencies, which is called the "Exchange Rate" or price for that transaction. The Exchange Rate means the price of the supported Digital Asset expressed in another fiat currency or other Digital Assets as indicated on the Company's website, in all possible cases.

The Exchange Rate is specified either as a "Buy Price" or a "Sell Price," which represents the price at which Users can buy or sell crypto assets. For conversion to fiat currency and from fiat currency, the Company will also charge bank fees from the User's Designated Bank Account. Users acknowledge that the Exchange Rate of the Buy Price may differ from the Exchange Rate of the Sell Price at any time and that the Company may add a margin or "spread" to the stated Exchange Rate. Users agree to accept the Exchange Rate when Users confirm or approve the transaction.

Exchange rates and other applicable fees and charges, including VAT (if any), will be displayed on the Company's website and prior to transactions, when available and possible.

The Company does not guarantee that Users will be able to buy and sell their Digital Assets on the open market at any particular price or time.

By clicking the "Pay" button on the Company's website, Users authorize the Company to initiate the transaction at the stated Buy Price or Sell Price and agree to any associated fees and charges, including VAT (if any). Users cannot cancel, reverse, or modify any transaction marked as completed or pending.

If the User's payment fails or if there are insufficient funds in the selected payment method, Users authorize the Company, at its sole discretion, to either cancel the transaction or deduct funds using other payment methods in any amount necessary to complete the transaction.

Users are responsible for maintaining sufficient balances and credit limits to cover any initiated transactions and to avoid withdrawal fees for exceeding credit limits, insufficient funds, or similar fees charged by the payment service provider.

16. Questions Regarding the Use of the Service

The Company may, at its discretion, reject an application submitted through the Services or limit the transaction amount or other transaction terms with or without prior notice. For example, the Company may limit the number of unfulfilled orders placed through the Services or transactions with Users from certain regions.

The User may cancel their order if the Company has not fulfilled the submitted orders. In the event that the Company only partially fulfills a User's order, the User may cancel the remaining portion of the order that the Company has not fulfilled.

In addition to mutual agreement between the parties, the Company reserves the right to cancel or invalidate unfulfilled orders if:

- the transaction occurred due to an error in the exchange rate or price and amount based on information disseminated by the underlying securities market that was subsequently revoked or corrected;
- cancel all unfulfilled orders as this relates to scheduled maintenance;
- the transaction occurred as a result of an identifiable interruption or malfunction of the execution system or communication of the Digital Asset Exchange or Company's Site, which resulted in the quote or order for the transaction exceeding its advertised size or quote;
- the transaction occurred at a price caused by any of the above factors, which was 10% higher or lower than the fair market value or recognized as erroneous.

In accordance with paragraph (c) of Section 16 above, the Company will cancel all transactions for which settlements have been made, and in the event of withdrawal of funds, the Company shall have the right to demand that Users return funds, whether in fiat currency or digital assets.

Notwithstanding any provisions above, if the Digital Assets available for use in the User's Wallet or fiat currency available in the Designated Bank Account do not match the amount necessary to fulfill or settle the User's order, the Company may fully cancel the order.

The Company may, at its discretion, provide or suspend the operation of any pair of Digital Assets or pairs of Digital Assets/Fiat Currency ("Digital Asset Exchange").

17. The Value of Digital Assets

The market data of the Company has real value, and Users who access such data agree that the Company will not distribute, re-transmit, duplicate, publish, or otherwise provide access to such data in any way, whether automated, manual, or otherwise, for the purpose of generating income or obtaining any benefit, whether directly or indirectly. Any dissemination, publication, or transmission of current market news of the Company without the Company's consent is a material breach of this Agreement and a violation of the Company's property rights, for which it may seek appropriate legal assistance.

Users agree that the Company is not responsible for any adverse consequences that Users may face or expenses that Users may incur as a result of any oversight, failure, interruption, or error in obtaining current market information about the value from the Company.

Users understand and agree that, due to technical and other limitations, the value of Digital Assets and virtual or digital currency displayed on the Company's website may be delayed and, therefore, may not reflect the current market value of such currency. Nevertheless, Users agree that the values displayed on the Company's website and reflected in the User's Account will determine the values related to the User's use of the Company's website and Services, including the Digital Asset Exchange.

18. Risk Factors

The Company shall not be held responsible for any Losses incurred by Users as a result of using the Services, or for any misunderstanding by the User of the nature and risks associated with Digital Assets, virtual or digital currencies. All that the Company provides to Users is primarily a method by which Users can exchange or sell Digital Assets with fiat currency and/or other Digital Assets, and the Company makes no representations or warranties regarding the value, stability, or legality of any such Digital Assets, digital or virtual currencies.

The Company is licensed, authorized, registered, approved, or regulated by AFSA and other relevant regulatory bodies.

Users acknowledge the following risks associated with using the Company's website and Services:

- The risk of losses when trading Digital Assets, electronic money, virtual or digital currencies or tokens, such as Bitcoin or other Digital Assets, can be significant, and losses may occur over a short period.
- The price and liquidity of Digital Assets have experienced significant fluctuations in the past and may be subject to substantial volatility in the future.
- Digital Assets and other electronic money, virtual or digital currencies are not legal tender, are not backed by any government, and accounts and balances are not covered or protected by any insurance scheme or investor protection system.
- Legislative and regulatory changes or actions at the national, regional, or international level may negatively impact the use, transfer, exchange, and value of Digital Assets and other electronic money, virtual or digital currencies.
- Transactions with Digital Assets and other electronic money, virtual or digital currencies may be irreversible, and, accordingly, losses from fraudulent or accidental transactions are not recoverable.

Some transactions with Digital Assets and other electronic money, virtual or digital currencies are deemed to be completed on the date the transaction is recorded in the public ledger, even if it differs from the date or time when Users initiate transactions. The value of Digital Assets and other electronic money, virtual or digital currencies depends on the constant willingness of market participants to exchange fiat currency for Digital Assets or other electronic money, virtual or digital currencies, which may result in possible permanent and complete losses of value for certain Digital Assets and other electronic money, virtual or digital currencies in the event of the disappearance of the market for these assets.

There are no guarantees that individuals who accept Digital Assets and other electronic money, virtual or digital currencies as payment today will continue to do so in the future. The origin of Digital Assets and other electronic money, virtual or digital currencies can lead to increased risks of fraud, cyber-attacks, and technological difficulties that may hinder Users' access to or use of such assets. Users' accounts and wallets stored on their behalf may be insufficient to cover all losses incurred by Users.

Users acknowledge and agree that they are solely responsible for determining the origin, potential value, suitability, and appropriateness of these risks for themselves and that the Company does not provide advice or recommendations regarding Digital Assets and other electronic money, virtual or digital currencies, including the suitability and appropriateness of investment strategies for such assets. Users acknowledge and agree that they must access and use the Company's Services and website entirely at their own risk.

In summary, the use of Digital Assets and other electronic money, virtual or digital currencies entails certain risks, including the potential for fraud, cyber-attacks, technological difficulties, and fluctuations in value. Users are responsible for determining the appropriateness of these risks and accessing and using the Company's Services and website at their own risk.

The brief description provided in this Section 19 does not disclose all the risks associated with trading, investing, and holding Digital Assets and other electronic money, virtual or digital currencies. Therefore, Users should carefully consider whether such trading, investing, and holding are suitable for their respective risk tolerance and appetite, taking into account their own circumstances and financial resources.

Users should be aware that they may lose all the funds in their User Account and Company Wallet, and that under certain market conditions, the relevant User may encounter difficulties or an inability to liquidate a position.

19. Restrictions

Without prejudice to Section 6, the Company may limit Users' access to the system or the User's Account if it deems it appropriate, including, but not limited to, under any of the following circumstances: if the User enters an incorrect password; if the User's Account has been hacked, stolen, opened by a third party, or compromised in any other way, or if the Company has reason to suspect that such an event has occurred; if the User's Account is used for fraudulent or illegal activities or if the Company has reason to suspect that such an event has occurred; or for any other reasons set forth in the Company's policies and procedures.

If the Company restricts the use of the Services in accordance with this section or terminates the User Agreement, the Company, in accordance with Applicable Law or unless otherwise provided

in other provisions of this User Agreement, shall notify the User in the manner provided in Section 21 below.

Users may object to the restriction on the use of the Services under this section in the manner established by the Company. If the Company, in its sole and absolute discretion, deems such objection reasonable and that there are no longer any concerns leading to restriction or suspension, the Company may resume the use of the Services.

The Company imposes restrictions on Private Users using the Company's Services regarding investing in Digital Assets. The Company does not allow Private Users to invest in Digital Assets in the aggregate for a period of one month, in an amount exceeding the greater of the following amounts: USD 1,000; or the lesser of (i) 10% of annual income; or (ii) 5% of the Private User's equity (excluding the value of the primary residence) up to a maximum aggregate amount of USD 100,000.

The Company allows Private Users to invest up to USD 1,000 without income or equity confirmation. If the Private User intends to invest more than USD 1,000, the Private User must provide supporting documents and may invest up to 10% of annual income or 5% of equity (but not exceeding USD 100,000), whichever is less.

This provision does not apply to Professional Users and Market Counterparties.

20. Termination or Suspension of Account

Users may request the termination of the User Agreement at any time by using the information management menu available in the Services or by contacting the Company's customer support (contact details provided on the Company's website). Such requests must be submitted with a minimum of fourteen (14) days' prior notice.

The Company reserves the exclusive and absolute right to:

- accept or reject an Applicant's registration as a User;
- suspend or terminate a User's membership, User Agreement, Company Account and/or Wallet;
- refuse to complete, block, cancel, or suspend any transaction requested or initiated by the User.

These actions may be taken without prior notice if the Company reasonably determines they are necessary to protect its interests, comply with Applicable Laws, or prevent fraudulent, illegal, or unauthorized activities.

In case of suspension or termination, the Company may freeze all or part of the funds or Digital Assets in the User's Wallet or Company Account until investigations are completed or legal obligations are satisfied. The Company may also offset any amounts owed by the User against the funds or Digital Assets held in the User's Wallet or Account.

Upon termination of the User Agreement, the User must immediately cease all use of the Services, and all rights or licenses granted under the Agreement will automatically end. Any remaining balances will be returned to the User, subject to applicable fees, lawful deductions, and restrictions, unless prohibited by law or regulation.

The clause states that the Company has the right to terminate or suspend the User's account or access to the Services if the Company has reasons to believe that the User has violated the terms and conditions of the User Agreement.

These violations include, but are not limited to:

- Using the Services for any illegal or unauthorized purpose, or for commercial purposes prohibited by the User Agreement, including providing illegal programs and disrupting the Services.
- Violating copyright laws, engaging in unauthorized data exchange, hacking, distributing malware, or violating access rights to the Services in breach of any relevant rules.
- Suspected involvement in money laundering, financing terrorism, fraud, or any other financial crime.
- If the User's designated credit/debit card, bank account, or other valid payment method associated with the User's Company Wallet is declined or blocked under suspicious circumstances.
- If the User's Company account and Wallet are the subject of any ongoing legal, investigative, or governmental proceedings, and there is an elevated risk of non-compliance with legal or regulatory requirements related to the User's actions.
- If the User takes actions that may circumvent the Company's operational control and risk mitigation measures, such as opening multiple Company accounts and Wallets or abusing promotional offers.
- If the Applicant or User attempts to reapply for membership after suspension or termination of their previous membership using a fake name, someone else's name, or a fictitious identity.
- If the required information or supporting documents provided are false, misleading, inaccurate, incomplete, or unsatisfactory to the Company.
- If accepting the Applicant or User as a customer, or providing Services, may harm public interests or contravene public order or proper social customs, or in the event of force majeure.
- If the Applicant or User is under 18 years of age, or does not have the legal capacity to act or enter into contracts.
- If the Company is unable to verify the identity of the Applicant or User and related third parties (including beneficial owners, authorized persons, or related parties) according to prescribed procedures, or suspects involvement in money laundering or financing terrorism.
- If the representations and warranties in Section 23 are untrue or cease to be true.
- Any other circumstances as determined by the Company at its reasonable discretion.

In summary, the Company reserves the right to terminate or suspend the User's account or access to the Services if the User violates the terms and conditions of the User Agreement, engages in illegal or unauthorized activities, is involved in suspicious financial transactions, provides false or misleading information, or undertakes actions that may harm public interests or contravene public order or proper social customs. The Company may also exercise this right at its reasonable discretion.

Users must ensure that they do not use the Services for transactions related to:

- market manipulation;
- money laundering;

- financing terrorism;
- the spread of weapons of mass destruction;
- human trafficking;
- any goods or services that are illegal or the promotion, offering, or marketing of which is illegal;
- any goods or services offered in connection with illegal, indecent, or pornographic content;
- any content depicting children or minors in sexual poses;
- propaganda or symbols of unconstitutional organizations glorifying war or humiliating human dignity;
- goods or services infringing copyrights, industrial property rights, or other rights of any person;
- archaeological finds;
- drugs, narcotics, or hallucinogens;
- weapons of any kind;
- services for organizing illegal gambling;
- Ponzi schemes, financial pyramids, or other "get rich quick" schemes;
- goods subject to trade embargo;
- mass media that harm minors and violate laws, in particular provisions on the protection of minors;
- body parts or human remains;
- protected animals or plants;
- explosive materials;
- any other illegal goods, services, or transactions.

Refusal, Suspension, and Termination of Services

The Company reserves the right, at its sole discretion, to:

- Refuse to complete, block, cancel, or suspend any transaction;
- Suspend or close a User's Account or Wallet; or
- Terminate a User's access to the Services.

Such actions may be taken, without prior notice where permitted by applicable law, if the Company reasonably determines they are necessary to:

- Comply with applicable laws, regulations, or enforcement requests;
- Prevent or investigate suspected fraud, money laundering, terrorism financing, or other financial crimes;
- Address violations of the User Agreement or any applicable policies;
- Prevent the use of the Services for illegal, unauthorized, or prohibited activities, including those listed in the Prohibited Use clause;
- Respond to the provision of false, misleading, or incomplete information;
- Mitigate risks to the Company's operations, reputation, or security.

Unless prohibited by applicable law, the Company shall notify the User of the action taken and the reasons for it. Where applicable, the Company shall provide a procedure to correct any factual errors leading to such action.

Suspensions shall be lifted promptly once the reasons no longer apply. The Company is not obligated to resume any transaction at the same price or on the same terms as the suspended, reversed, or canceled transaction. The Company may freeze funds or Digital Assets in the User's

Account or Wallet and offset any amounts owed until investigations are completed or legal obligations are met.

Suspension, Restriction, and Termination

The Company may, at its discretion, suspend, restrict, or terminate the User's access to any or all Services, or deactivate or cancel the User's Account or Company Wallet, without providing an explanation, by giving the User such reasonable notice as may be appropriate in the circumstances. In all cases, the Company shall provide as much prior notice as possible, subject to the scope of its activities and applicable law.

The User acknowledges that the Company's decisions to take such actions — including restricting access, suspending, or closing Company Accounts — may be based on confidential criteria necessary for the purposes of the Company's risk management and security protocols. The User agrees that the Company is under no obligation to disclose the details of such risk management and security procedures.

Termination of the User Agreement shall not affect any responsibilities, obligations, or conditions that remain unfulfilled or uncomplied with by any relevant party prior to such termination.

Obligations Upon Termination

Upon termination of the User Agreement, all obligations of the User to the Company become immediately due and payable. The User must:

1. Immediately pay all outstanding debts and obligations to the Company; and
2. Immediately cease all use of the Account.

If the User fails to settle any outstanding debts or obligations within fourteen (14) days of termination, the Company may liquidate any remaining funds in the User's Account, Wallet, or Designated Bank Account to offset and settle such debts. The User hereby grants the Company full authority to take any such actions for the purposes described above.

The Company shall not be liable to the User for any losses arising from the liquidation of any remaining funds in the User's account.

The Company reserves the right, prior to authorizing the transfer or withdrawal of any credit balances — including Digital Assets, fiat currency, electronic money, tokens, or other supported virtual or digital currency — to require the User and/or any associated third parties to complete Know Your Customer (KYC), Anti-Money Laundering (AML), and Counter-Terrorism Financing (CFT) procedures.

In accordance with applicable laws on document and record retention, and the Company's Privacy Policy, the Company shall delete or destroy the User's information and personal data after termination of this Agreement or upon expiry of the applicable retention period, whichever occurs later.

Retention of Information After Termination

Notwithstanding the general provisions of Section 20, if the Company terminates the User Agreement in accordance with this Section, it may retain the User's information for a defined period in order to handle and process any objections raised by the User.

Upon expiry of such period, the Company shall delete the User's information, except for transaction data related to the purchase and sale of Digital Assets, which shall be retained in accordance with applicable laws and the Company's Privacy Policy.

21. Notification of Users

The Company may send notifications to Users by any of the following methods:

1. **Email** – to the last email address registered by the User with the Company. Such notification shall be deemed received at the time of sending by the Company, regardless of whether the User has read the email.
2. **Postal or Legal Address** – to the User's last known postal, legal, or actual address. Such notification shall be deemed received when accepted by the User or their authorized representative, or within three (3) business days from the date of dispatch, whichever occurs earlier.
3. **News Feed Posting** – by posting a notice in the news feed accessible through the Services. Such notice shall be effective on the date specified in the news feed.

22. Assurances and Guarantees

Each User declares, undertakes, and guarantees that:

1. **Capacity and Authority**
 - The User has the legal capacity, authority, and rights to enter into, exercise rights under, and fulfill obligations pursuant to the User Agreement.
 - If the User is a legal entity, it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation or formation.
2. **Validity of Obligations**
 - All necessary actions, conditions, and measures have been taken to:
 - (i) enable the User to lawfully enter into, exercise rights under, and fulfill obligations pursuant to the User Agreement; and
 - (ii) ensure such obligations are valid, legally binding, and enforceable.
 - The User's obligations under the User Agreement are valid, binding, and enforceable in accordance with their terms.
3. **Financial Standing**
 - The User is solvent, able to pay debts as they become due, and is not subject to bankruptcy or insolvency proceedings.
 - The User is an operating entity (if applicable) and has not been declared bankrupt without having rights restored.
4. **Non-Violation of Agreements**
 - Entry into and performance under the User Agreement does not and will not:
 - (i) breach any agreement to which the User or any Related Third Party is a party; or
 - (ii) require the User to create any security interest over its assets.
5. **Authorizations and Compliance**
 - The User has obtained all permits, licenses, approvals, exemptions, registrations, or declarations required from governmental or other authorities to perform

obligations under the User Agreement, and such authorizations are valid and in effect.

6. Legitimacy of Funds

- Any Digital Assets, digital tokens, virtual currencies, fiat currency, cash, or other means used to fulfill payment obligations or conduct transactions through the Services are derived from legitimate sources and do not constitute proceeds from drug trafficking, criminal acts (including tax offenses), or any other punishable act under Applicable Law.
- The User does not and will not use the Services to finance any illegal or criminal activity, including the financing of terrorism.

7. Use for Own Account

- The User uses the Services (including trading in Digital Assets) solely for their own Account and not on behalf of any other person, whether as an agent, broker, nominee holder, or otherwise.

8. Sanctions Compliance

- The User and any Related Third Parties are not listed on any sanctions list maintained or updated by:
 - The U.S. Office of Foreign Assets Control (OFAC);
 - The European Union consolidated list of sanctioned persons and entities;
 - The United Nations;
 - The Astana International Financial Centre; or
 - Any applicable jurisdiction under relevant legislation.

9. Sanctions Compliance (Extended)

- The User and any Related Third Parties (if applicable) are not listed on any sanctions or prohibited persons list maintained or updated by:
 - The Financial Monitoring Agency of the Republic of Kazakhstan;
 - The European Union consolidated list of sanctioned persons and entities;
 - The United Nations;
 - The Astana International Financial Centre; or
 - Any applicable jurisdiction under the laws of Kazakhstan.

10. Accuracy of Information

- All information provided or made available by the User to the Company, including any additional confirmations or statements required by the Company, is true, accurate, complete, and not misleading in any material respect.

11. Obligation to Notify

- The User must immediately notify the Company if they become aware that any statement, declaration, or guarantee under Section 22 has ceased to be true, accurate, or has become misleading.

23. Limitation of Liability and Indemnification

Notwithstanding any provisions of this Agreement, the Company, its Affiliates and service providers, as well as any of their respective directors, officers, agents, employees, contractors, suppliers, successors, representatives, joint venture partners and equity partners shall not be liable to the User for any direct, indirect, consequential, incidental, special or punitive damages, any loss of profits, expected profits, investment losses, business opportunities, clients or contracts, any loss of business reputation, overhead expenses, managerial or other working time, or any actual or hypothetical trading losses, whether arising from contract, tort, breach of statutory duty or otherwise. This includes, without limitation, losses resulting from trading, investing or speculating in Digital Assets, fluctuations in their prices, lack of liquidity in the

markets, insufficient understanding by the User of the nature and risks of Digital Assets, force majeure circumstances, unauthorized access to the Company's systems, failures or limitations inherent in the technology of Digital Assets, actions or omissions of telecommunications or internet providers, reliance on information provided by Users, legislative changes including tax obligations, the use of third-party websites or links accessible through the Services, modification, suspension or termination of Services in accordance with this Agreement, and any transfers made in accordance with the User's instructions.

The Company does not provide investment recommendations or guarantees regarding the value, stability or legality of Digital Assets, and nothing in this Agreement or the Services shall be construed as such. The User shall have no right to claim any loss of expected profits or trading gains as a result of refraining from buying or selling. If a User makes a claim in connection with the Company's failure to process an order to buy or sell, such claim shall be limited to the value of the Digital Assets affected by that transaction. The total liability of the Company in any case shall not exceed the aggregate value of the Digital Assets and/or fiat currency stored in the User's Company Wallet at the relevant time, and in the case of a dispute relating to a specific transaction, liability shall additionally be limited to the value in dispute for that transaction.

The User agrees to indemnify and hold harmless the Company, its Affiliates and service providers, and any of their respective officers, directors, agents, employees or representatives from any losses, including reasonable attorney's fees, fines, fees, VAT or penalties imposed by any regulatory authority, arising from any claims, actions or legal proceedings initiated by third parties in connection with the User's unlawful actions or breach of this Agreement when using the Services.

These limitations are subject to the Company's obligations under applicable law, including the duty to exercise reasonable care and skill in the provision of the Services. Nothing in this Agreement shall limit or exclude the Company's liability for fraud or fraudulent misrepresentation, gross negligence, willful misconduct, or death or personal injury caused by the Company's or its subcontractor's negligence.

The Services are provided on an "as is" and "as available" basis without any representations or warranties, express or implied, to the fullest extent permitted by applicable law. The Company expressly disclaims all implied warranties, including but not limited to warranties of ownership, merchantability, fitness for a particular purpose, and non-infringement of any rights. The Company does not warrant that access to its website, any Services, or any materials contained therein will be continuous, uninterrupted, timely, or error-free.

The Company makes no representation as to the accuracy or completeness of historical pricing data for Digital Assets available on its website. While the Company will use reasonable efforts to process requests for electronic subscriptions, fund deposits, and related transactions via bank accounts, credit cards, wire transfers, or money transfer systems in a timely manner, it makes no warranty as to the time required for such processing, as it depends on numerous factors beyond the Company's control.

The Company shall not be liable for any damages or malfunctions caused by computer viruses, spyware, malware, Trojan horses, worms, or other malicious software that may affect the operation of the User's computers or other equipment, nor for any phishing, spoofing, or other cyberattacks. The Company recommends the use of reliable and accessible software to scan for viruses and protect against malware. Users should be aware that SMS and email services are vulnerable to spoofing and phishing attacks and must exercise caution when reviewing messages claiming to be from the Company. The Company's customer support will never request screen

sharing, attempt to access a User's computer or account, or request two-factor authentication codes. In case of doubt regarding the authenticity of any message, Users should log in directly to their Company account through the official website to verify any transactions or required actions.

The Company shall not be liable for any breach of this Agreement caused by unusual and unforeseeable circumstances beyond its control, the consequences of which could not have been avoided despite all reasonable efforts. In such cases, the Company shall not be responsible where the breach relates to the application of mandatory legal norms.

24. Changes and Amendments to the Terms

The Company may modify the content of the Services or make operational or technical changes to ensure their stability, security, and continuity. The Company shall not be liable for any losses incurred by the User in connection with such changes or amendments.

Where practicable, the Company will provide prior notice to Users of such changes and amendments, including their effective date. If prior notice is not possible due to unforeseeable circumstances, the Company may provide notice after such changes have been implemented.

By continuing to use the Services during or after such changes, Users are deemed to have accepted and agreed to the amended terms.

25. Complaints and Dispute Resolution

The Company is committed to maintaining a fair, transparent, and effective complaints process, ensuring that all Users who raise a complaint receive a satisfactory and timely resolution.

If a User has feedback, questions, or a complaint, they should contact the Company's customer support service through the channels indicated on the Company's website or by emailing the Company using the contact information provided on the website. The User should provide their full name, address, account number, details of the transaction in question, and any other information necessary for the Company to identify the relevant User and matter.

When submitting a complaint, the User is encouraged to specify the reason for the complaint, the desired resolution, and any other relevant information. The Company will acknowledge receipt of the complaint if it is submitted through the customer support service on the website. The Company's customer support staff ("CS Staff") will review the complaint objectively and impartially, considering both the information provided by the User and any relevant information from the Company.

Within seven (7) business days of receiving the complaint, the CS Staff will respond to the User by email ("Settlement Notice") by:

- (i) agreeing to resolve the complaint in the manner requested by the User;
- (ii) rejecting the complaint and providing the reasons for rejection; or
- (iii) proposing an alternative resolution.

In exceptional circumstances, if the CS Staff cannot respond within seven (7) business days due to reasons beyond the Company's control, the User will be sent a delayed response explaining the reasons for the delay. The delayed response will also state the latest possible date for the final reply, which shall not exceed thirty-five (35) business days from the date the Company received the complaint.

Any settlement proposal made to the User will be binding only if the User accepts it. A settlement proposal shall not constitute an admission by the Company of any violations or liability related to the subject matter of the complaint. The Company shall provide a copy of its Complaints Handling Procedures free of charge to any User upon request.

In certain circumstances, Users may have the option to refer unresolved complaints to an independent dispute resolution body, including but not limited to the AIFC Court or the International Arbitration Centre.

26. Confidentiality

For the purposes of this Section, “Confidential Information” means any information relating to the technology, business, operations, financial matters, organization, or other affairs of a party, provided or disclosed to another party, or otherwise obtained by a party, in written, oral, electronic, or any other form in connection with the Terms of Use or the Services. Confidential Information does not include:

- information that is or becomes publicly available without breach of the Terms of Use or Applicable Law;
- information lawfully obtained from a third party without any obligation of confidentiality;
- information independently developed without reliance on Confidential Information; or
- information confirmed in writing by the disclosing party as not requiring confidentiality.

Notwithstanding the above, each User may disclose Confidential Information if required to do so by applicable law, a court order, or a governmental authority, provided that the User shall promptly notify the Company upon receiving such order, request, or demand.

When the Company requests the return or destruction of Confidential Information, the User shall promptly, and in accordance with the Company’s instructions, return or destroy: (i) all Confidential Information; (ii) all documents or media containing Confidential Information; and (iii) all copies of such documents or media.

The Company shall treat all information relating to the User, their Authorized Representatives, Beneficial Owners, Related Parties, and User Account (including any Personal Data) as confidential, in accordance with this Section.

Notwithstanding the provisions of this Section, the Company may disclose, and the User agrees to such disclosure, information relating to the User, their Related Third Parties, and User Account (including any Personal Data), as well as any other Confidential Information, in the following cases:

- to the Company’s directors, officers, employees, representatives, agents, or delegates;
- to any of the Company’s Affiliates (including shareholders, affiliated corporations, and any successors or assigns), as well as their directors, officers, employees, representatives, agents, or delegates;
- to the Company’s professional advisers, lawyers, consultants, and auditors;
- to any service provider(s) or contractor(s) engaged by the Company in connection with the Services, and their respective directors, officers, employees, representatives, agents, or delegates;

- to any subcontractors appointed by the Company's service providers or contractors in connection with the Services, and their respective directors, officers, employees, representatives, agents, or delegates;
- to any person who assumes, or may assume, all or part of the Company's rights or obligations under this User Agreement, or any person the Company reasonably believes to be the User's Authorized Representative or Related Third Party, including their directors, officers, shareholders, partners (in the case of a partnership), legal advisers, or other professionals;
- to any regulatory body in any jurisdiction where disclosure is required to comply with Applicable Law, or where the Company believes in good faith that disclosure is necessary to meet regulatory requirements, whether such request is made pursuant to a court order or otherwise;
- with the User's consent.

In all such cases, the Company shall ensure that the recipient of the information is bound by confidentiality obligations no less strict than those set out in this Section.

The User represents, warrants, and undertakes to the Company that their Authorized Representatives, Affiliated Third Parties, and any other third parties whose Confidential Information has been provided by the User to the Company have given their consent to the Company's collection, use, and disclosure of their information in accordance with this Section 26. The User shall indemnify and hold the Company harmless from any losses, liabilities, costs, or expenses (whether direct or indirect) arising from any claims or potential claims by such Authorized Representatives, Affiliated Third Parties, or other third parties relating to the collection, use, or disclosure of their information by the Company in accordance with this Section 26.

The provisions of this Section 26 shall survive the termination of the User Agreement.

27. Final Provisions

Nothing in this User Agreement shall be construed as creating any partnership, joint venture, or other form of legal association between the parties, nor as constituting either party the agent of the other, except as expressly provided herein. Neither party shall have any authority to act on behalf of, or in the interests of, the other party, or to assume or create any obligation binding on the other party, without the prior written consent of the other party.

The User shall, and shall cause any relevant third parties to, execute such further documents, perform such acts, and take such actions as may be reasonably required to fully implement the provisions of this User Agreement and the transactions contemplated herein.

Users are granted a limited, non-exclusive, non-transferable license, in accordance with this User Agreement, to access and use the Company's Website and related Content solely for the approved purposes, in accordance with permissions granted by the Company from time to time. Any other use of the Company's Website or Content is strictly prohibited. All other rights, titles, and interests in and to the Company's Website and Content remain the exclusive property of the Company and its licensors. Users shall not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, create derivative works from, or otherwise exploit any Content, in whole or in part.

While the Company seeks to ensure the accuracy and timeliness of information on its Website, the Website (including its Content) may not always be entirely accurate, complete, or current,

and may contain technical inaccuracies or typographical errors. Information, including the Company's policies, products, and services, may be updated or changed at any time without notice, as required by applicable law. Users are responsible for verifying all information before relying on it, and any decisions based on information from the Website are made at the User's sole risk. The Company shall not be liable for such decisions.

Links to third-party materials (including websites) may be provided for convenience but are not controlled by the Company. Users acknowledge and agree that the Company is not responsible for any information, content, or services contained in such third-party materials or websites.

In connection with the use of the Services and interaction with other Users or third parties, Users agree to comply with the Company's policies regarding prohibited use and prohibited activities.

The use of the Company's Services and Website is subject to international export control and economic sanctions requirements, including the Financial Action Task Force (FATF) rules on combating money laundering and terrorism financing. By sending, receiving, buying, selling, exchanging, or storing Digital Assets or any other digital currency, electronic money, or tokens supported by the Company through the Services or the Website, Users agree to comply with these requirements. Users are prohibited from purchasing Digital Assets or using any Services through the Website if: (1) they are located in, under the control of, or are citizens or residents of Cuba, Iran, North Korea, Sudan, Syria, or any other country subject to a United States embargo, United Nations sanctions, or Her Majesty's Treasury financial sanctions regime ("Sanctioned Country"), or if they are listed as a prohibited or sanctioned person; or (2) they intend to supply any acquired or stored Digital Assets, digital currency, electronic money, tokens, or Services to a Sanctioned Country (or its citizens or residents) or to any person subject to sanctions.

If Users obtain information about another User through the Services, they must treat such information as confidential and use it only in connection with the Services. Users shall not disclose or distribute another User's data to third parties or use such information except when reasonably necessary for a transaction or functions directly related to it, such as support, verification, or accounting, unless explicit consent has been obtained from the relevant User. Users may not send unsolicited communications to another User via the Services.

To access the Services, Users must create or provide security credentials, including a username and password. Users are responsible for maintaining the security of the electronic device used to access the Services and for maintaining proper security and control of any credentials used to access the Services. This includes taking reasonable measures to prevent the loss, theft, or misuse of such devices and ensuring that the devices are encrypted and password-protected. Any loss or compromise of the User's electronic device or credentials may result in unauthorized third-party access to the User's Company Account and/or Wallet and could lead to the loss or theft of Digital Assets, electronic money, digital currency supported by the Company, and/or funds stored in the User's Company Account or any related accounts, including designated bank accounts and credit cards. Users must ensure the continued security of their credentials and must not record or otherwise make them visible to others.

If the User suspects that their Company Account, Wallet, or any of their security credentials have been compromised, or becomes aware of any fraud, attempted fraud, or any other security incident (including cyberattacks) affecting the User and/or the Company (collectively, a "Security Breach"), the User must promptly notify the Company's customer support via email using the contact information provided on the Company's Website. The User shall provide accurate and up-to-date information throughout the Security Breach and take all steps reasonably required by the Company to mitigate, remedy, or report the incident. The timeliness of the User's

notification will be taken into account by the Company when determining the appropriate resolution of any related issues.

Users are responsible for maintaining accurate and up-to-date contact information, including their email address and phone number, in their User Account Profile to ensure receipt of any notifications or warnings from the Company, including those relating to actual or suspected Security Breaches.

Users are solely responsible for determining whether any personal income taxes, including VAT, apply to transactions conducted using the Services, and for withholding, collecting, reporting, and remitting the correct amounts of taxes to the appropriate tax authorities. The User's transaction history is available through their Company Account and Wallet.

If the Company holds Digital Assets, electronic money, or other digital currency for a User, and the Company is unable to contact the User and has no record of activity in the Services for several years, Applicable Law may require the Company to report such assets as unclaimed property to the competent authorities. The Company will make reasonable efforts to locate the User using the contact information on file; however, if unsuccessful, the Company may be required to transfer such assets to the authorities as unclaimed property. The Company reserves the right to deduct inactivity fees or other administrative charges from such unclaimed funds, as permitted by Applicable Law.

If any provision of this User Agreement is determined to be invalid or unenforceable under Applicable Law, such determination shall not affect the validity or enforceability of the remaining provisions.

The Company's failure to enforce any provision or exercise any right under this User Agreement shall not constitute a waiver of such provision or right. Any such waiver shall be considered temporary and shall not prevent the Company from enforcing its rights at any time in the future.

All provisions of this User Agreement that, by their nature, are intended to survive termination, including but not limited to those relating to account suspension or termination, account cancellation, debts owed to the Company, general use of the Company's Website, dispute resolution, and general provisions, shall remain binding and enforceable after the termination of this Agreement. All disclaimers, indemnities, and exclusions contained herein shall likewise survive the termination of this User Agreement.

The User shall not assign or transfer any of their rights, obligations, financial or contractual commitments under this Agreement without the prior written consent of the Company. The Company may assign or transfer any of its rights, licenses, interests, or claims under this Agreement to any third party without the User's consent, provided that the Company gives prior notice of such assignment or transfer. Such assignment or transfer may be made at any time, including as part of a merger, acquisition, or other corporate reorganization involving the Company, provided that it does not materially affect the quality of the Services provided to the User. This Agreement is personal to the User, and the User shall not assign or transfer any rights, licenses, interests, or obligations to any other person.

If any provision of this User Agreement, in whole or in part, is found to be invalid, illegal, or unenforceable under any applicable legislation, such provision shall be deemed invalid, illegal, or unenforceable without affecting the validity, legality, or enforceability of the remaining provisions. For the avoidance of doubt, the remaining terms of this User Agreement, including

these Terms of Use, shall remain in full force and effect and shall not be affected in any jurisdiction where such provisions are enforceable.

This User Agreement, including these Terms of Use, shall be governed by the laws of the Astana International Financial Centre (AIFC). Any dispute arising out of or in connection with the User Agreement or these Terms of Use, including any question regarding their existence, validity, interpretation, performance, or termination, shall be referred to and finally resolved by arbitration administered by the International Arbitration Centre of the AIFC in accordance with the Arbitration Rules of the International Arbitration Centre of the AIFC ("AIFC Rules") in force at the time of the arbitration. The AIFC Rules are deemed incorporated into this clause by reference.

The seat of arbitration shall be Astana, Kazakhstan. The arbitral tribunal shall consist of three (3) arbitrators: one appointed by the User, one appointed by the Company, and the third appointed jointly by the two appointed arbitrators. The language of the arbitration shall be English. The arbitral award shall be final and binding on both Parties.

28. Additional Disclosure

Clients and individuals who are dissatisfied with the services or products offered by "ALTN Limited" or its employees may file a complaint with the Astana Financial Services Authority ("AFSA"), the financial regulator of the Astana International Financial Centre. To file a complaint with AFSA, please contact: +7 (717) 264 72 60; fintechlab@afsa.kz; or AFSA Office, Mangilik El Avenue, 55/17, Pavilion C3.2.

Details of any conflicts of interest for the purposes of disclosure include the following scenarios: The Company or a linked person stands to make a financial gain or avoid a financial loss at the expense of a Client.

The Company or a linked person has an interest in the outcome of a service or transaction carried out for the Client, which differs from the Client's interest.

The Company or a linked person arranges for one part of its business to provide a service or transaction for a Client that benefits another part of the same firm or linked person.

The Company or a linked person has any incentive to favor one Client over another Client.

The Company or a linked person engages in the same business or activities as the Client.

The Company or a linked person receives an inducement from a third party in connection with a service provided to a Client.

Where the Company is aware of a conflict or potential conflict of interest, it must take all reasonable steps to prevent that conflict of interest from adversely affecting the Client by using the following arrangements as appropriate:

establishing and maintaining effective organisational arrangements to prevent or manage conflicts, including information barriers to restrict the communication of the relevant information;

disclosing the conflict of interest to the Client in writing either generally or in relation to a specific transaction, the risks resulting from that conflict, and the steps taken to address the conflict. If the Company is unable to prevent or manage a conflict or potential conflict of interest, it must decline to act for that Client.

Regulation

"ALTN Limited", a company registered and operating under the laws of AIFC under the incorporation number 240840900301, registered at 010000, Astana, Nura district, 50/3, Turan,

office 5, is in the process of applying to the Astana Financial Services Authority ("AFSA") to operate the Platform for Trading Electronic Assets in the FinTech Lab* test environment (experimental legal regime of the AIFC). The status of the application can be verified with AFSA. FinTech Lab is a sandbox for regulatory testing (experimental legal regime) that allows firms to provide financial services in a test environment with individual regulatory requirements set by AFSA, and subject to specific licensing conditions, including transaction size and user volume restrictions. FinTech Lab was created by AFSA within the AIFC to facilitate innovation in the financial industry. It is expected that after testing in FinTech Lab, the firm will continue to provide services in accordance with applicable AIFC rules, but it is also possible that the firm may not continue to provide services in or from the AIFC. Considering that the firm may offer services to Users in a test environment of regulatory testing and that risk is an integral part of innovation, there is a possibility of investment loss and other losses related to the use of the service.

About taking risks

By using the ALTN Limited website and agreeing to these Terms of Use, the User fully understands and has been informed of the inherent and potential risks associated with investing in any products or services provided by ALTN Limited, including, among other things, the risk of complete loss of funds and User investments or delays in payment or realization of profits associated with the provision of services by ALTN Limited, potentially operating in a test regulatory system ("FinTech Lab"). The User also fully agrees with the following statement: "I fully acknowledge the potential risks associated with this, provided for or otherwise, and unequivocally release from liability and performance of obligations, waive claims and agree not to sue, and agree to indemnify the Financial Services Regulation Committee of Astana and its officials, as well as relevant successors, from all claims, obligations, lawsuits related to damages, losses, expenses, directly or indirectly arising from or otherwise related in any way to the activities, services, or products provided by ALTN Limited."

The User may sue ALTN Limited for all claims, obligations, lawsuits for damages, losses, expenses arising from or otherwise related in any way to the activities, services, or products provided by ALTN Limited.