ÇONFIRMO

Last Updated: 30 December 2025

1. Introduction

1.1. **The Agreement.** These Terms and Conditions ("Terms") form part of the overall agreement between you and Confirmo (the "Agreement"). The Agreement consists of these Terms and any other documents, schedules, or policies that these Terms expressly refer to and incorporate.

1.2. **Who we are.** The Agreement is between Confirmo Limited., a company incorporated in Ireland with its registered office at 8-34 Percy Place, Dublin 4, Dublin, D04 P5K3, Ireland ("Confirmo," "we," "us," or "our"), and each business client that registers to use our services in the EU/EEA ("you" or "your").

1.3. **Our regulatory status.** We are a crypto-asset service provider ("CASP") authorised in Ireland under Regulation (EU) 2023/1114 on markets in crypto-assets ("MiCA"). We are authorised and supervised by the Central Bank of Ireland (reference no. C570624) to provide the services of:
(i) exchange of crypto-assets for funds,
(ii) exchange of crypto-assets for other crypto-assets, (together "Exchange Service") and
(iii) transfer of crypto-assets on behalf of clients ("Transfer Service").

1.4. **What we do.** We provide services that allow you to receive crypto-asset payments from your customers and to make payments to others in crypto-assets.

1.5. **What we do not do.** We do not provide investment services, crypto-asset trading, or custody for crypto-assets.

1.6. **How we act.** We act honestly, fairly and professionally in accordance with your best interests.

1.7. **Business use only.** We provide our services to you only if you are a legal person, another organisation, or a natural person acting in the course of trade, business, professional, or institutional activity. We do not provide services to natural persons acting outside a trade, business, professional, or institutional activity ("Private Individuals").

1.8. **When the Agreement applies.** The Agreement becomes binding once you have registered with us and we have approved your registration ("Effective Date"). It continues until terminated by you or us in accordance with these Terms.

ĊONFIRMO

1.9. **Please read carefully.** You should read the Agreement, including the [risk disclosures](#) and any other documents incorporated into the Agreement, before you agree to it.

2. Eligibility and Onboarding

2.1. **Eligibility.** You may use our services only if you meet all of the following conditions:
- you are a legal person, another organisation, or a natural person acting in the course of trade, business, professional, or institutional activity;
- you are not subject to any restrictions, sanctions, or prohibitions that would prevent us from providing services to you; and
- you meet the eligibility requirements set out in our Commercial Policy, which forms part of the Agreement.

2.2. **No private use.** We do not provide services to Private Individuals, i.e. natural persons acting outside a trade, business, professional, or institutional activity.

2.3. **Onboarding.** To become our client, you must complete our registration and onboarding process via our Site. This includes providing the information and documents we request to verify your identity and business. We collect this information as required under applicable AML Legislation and to enable us to provide the services to you.

2.4. **Your information.** You must provide us with complete, accurate, and up-to-date information and documents when registering with us and throughout our relationship. If any of your information changes, you must inform us without delay. We may suspend the provision of our services to you if you fail to comply with reasonable requests for information and documentation, or their updates, throughout our relationship.

2.5. **Our checks.** We may carry out due diligence on you, your directors, shareholders, and beneficial owners, including requesting additional information. We may also obtain information from third-party databases or service providers as part of these checks.

2.6. **Approval.** We will inform you once your registration has been approved. We may refuse, delay, or suspend approval at our discretion, including if you do not meet our eligibility criteria, if information is missing, inaccurate, or suspicious, if risk factors arise as a result of our due diligence checks, or if required by law or regulation.

2.7. **Ongoing requirements.** We may, from time to time, request that you update information or documents to ensure you continue to meet our eligibility

CONFIRMO

requirements. If you fail to provide them, or if we identify any issues in our checks, we may suspend or terminate the Agreement.

2.8. **Prohibited use.** You must not apply for onboarding or use our services if you intend to use them for unlawful purposes, to evade sanctions, or in breach of applicable law or regulation.

3. Services - Invoicing

3.1. **How it works.** You create an invoice — a payment request for a specified amount of the Settlement Asset — on our Site, via API or other means, and share it with your customer. Your customer selects a supported crypto-asset and network; we then quote and hold the exchange rate for the stated validity window, show the required amount (and any fees), and generate a payment Address/QR for that selection. Your customer must pay before expiry to secure the price quoted. After on-chain confirmation, we credit your Balance in the chosen Settlement Asset, which you can settle to your bank account (fiat) or External Wallet (crypto-assets), or use for payouts.

3.2. **Risk warning - forced conversion.** You acknowledge that if you choose crypto-assets as a Settlement Asset, the Settlement cycle is daily (every Business Day). If, for any reason, the Settlement cannot be executed by the following Business Day, your crypto-asset Balance will be converted into fiat funds. Further details are provided in Crypto-asset Settlement in this section, in section [Confirmo Account, your Balance and safekeeping of your assets](#) (Automatic conversion of crypto-assets into fiat), and in the Commercial Policy.

3.3. **Creating an invoice.** You create invoices through your Account or our API by selecting the Settlement Asset and setting the price. Each invoice generates a customer-facing invoice page for your customer to interact with.

3.4. **Price and validity window.** After the customer selects the preferred crypto-asset and the network, the invoice page displays to the customer the exchange rate, the amount to be sent, a validity window for that exchange rate, and the destination address where the payment is to be sent. Pricing methodology and validity windows are described in the Commercial Policy.

3.5. **Payment detection and confirmations.** We detect inbound payment to the Address shown on the invoice and update the invoice status as confirmations are received on-chain. An invoice is treated as paid only when the correct amount of crypto-asset is received on a given Address, the payment was broadcast within the validity window, and the required confirmations are met. Confirmation thresholds and statuses are described in the Commercial Policy.

ĊONFIRMO

3.6. **Crediting your Balance.** After an invoice is paid, we instantly (acting as a principal) buy the received crypto-asset from you, sell you the selected Settlement Asset, and credit your Balance in the selected Settlement Asset in an amount that corresponds to the price you set, net of applicable fees, and subject to the conditions in the Commercial Policy. You can view credited amounts in your Account and use them for Settlements or payouts. We may delay or suspend crediting where required by law or regulation (including AML Legislation) or where crediting would breach the terms of this Agreement.

3.7. **Transaction levels.** We impose daily transaction processing limits and individual transaction limits. We may not permit the creation of an invoice that exceeds these limits.

3.8. **Fiat Settlement.** You may settle your fiat Balance to your designated bank account. We will require you to verify that you are the account holder before enabling Settlements. You control the Settlement schedule in your Account, choosing from the options available there.

3.9. **Crypto-asset Settlement.** You may settle your crypto-asset Balance to an External Wallet you nominate. We will require you to verify that you control the destination wallet before enabling Settlements. Crypto-asset Settlements are processed on a daily cycle only. If the daily Settlement is not possible for reasons on your side (for example, an unverified destination wallet), your crypto-asset Balance will be converted into fiat Balance in accordance with section [Confirmo Account, your Balance and safekeeping of your assets](#) (Automatic conversion of crypto-assets into fiat) and the Commercial Policy.

3.10. **Settlement conditions.** Settlements are executed subject to cut-off times, processing windows, minimum amounts, and supported assets and networks set out in the Commercial Policy, and are made net of applicable fees. We may delay or suspend a Settlement where required by law or regulation (including AML Legislation) or where it would breach the Agreement.

3.11. **Fees.** We charge fees for the invoicing service. Fee types, amounts, and their application are outlined in our Fee Schedule which forms part of the Agreement and which we may amend from time to time. We will notify you in advance of any increase in Fees.

3.12. **Discrepancies and exceptions.** Underpayments, overpayments, payments after expiry, refunds to customers, or payments in an unsupported asset or network are handled according to the [Payment exceptions](#) and [Other payment discrepancies](#) sections and procedures in the Commercial Policy.

CONFIRMO

3.13. **Supported assets and networks.** The list of supported crypto-assets, networks, and required confirmations is published in the Commercial Policy and may change from time to time. Each invoice displays the applicable combination.

3.14. **Communications and records.** We provide invoice status updates and notifications through the Site, API, or email. You are responsible for monitoring your Account and keeping contact details up to date. Records of invoices and credits are available in your Account.

3.15. **Regulatory classification - Exchange Service.** We provide a regulated Exchange Service if the Settlement Asset you selected differs from the crypto-asset we received from your customer. The Exchange Service occurs when we buy the received crypto-asset from you and sell you the Settlement Asset, acting as principal. You will always receive the price you set when issuing the invoice, net of applicable fees, if the payment meets the conditions (including the validity window, asset, network, and confirmations); otherwise the Commercial Policy rules on discrepancies and exceptions apply.

3.16. **Regulatory classification - Transfer Service.** We provide the Transfer Service when delivering crypto-asset Settlements to your External Wallet. The details are set out in the Commercial Policy.

4. Services - Payouts

4.1. **How it works.** You can use your Balance to send crypto-assets to people or businesses you choose. You submit a payout request in your Account or via API by selecting the payout asset and network, the amount, the recipient's Address, and any additional required or optional information. If necessary, we convert your Balance into the payout asset and process the payout on your behalf.

4.2. **Submitting a payout.** You are responsible for accurate payout details, including the selection of the crypto-asset and network, the recipient Address, and the amount. Before you confirm, we will display the applicable fees for you. Once confirmed, the payout instruction is final, subject to the checks and conditions in the Commercial Policy.

4.3. **Funding and conversion.** If your Balance is in the same crypto-asset and network as the payout, we transfer it as instructed. If your Balance is in a different crypto-asset or in fiat, we first perform an exchange as principal to the payout asset and then transfer it. Where an exchange is required, we also present you with the applicable exchange rate, the amount of the asset to be debited from your Balance and a validity window before you confirm.

ÇONFIRMO

4.4. **Execution and confirmations.** We execute payouts promptly, subject to cut-off times, limits, and controls in the Commercial Policy. A payout is considered complete when it is broadcast and the required on-chain confirmations on the selected network are met. Confirmation thresholds and any tracking statuses are described in the Commercial Policy.

4.5. **Transaction levels.** We impose daily transaction processing limits and individual transaction limits. We may not permit the processing of payouts that exceed these limits.

4.6. **Fees.** We charge fees for payouts, which are debited from your Balance. Fee types and amounts are set out in our Fee Schedule which forms part of the Agreement and which we may amend from time to time. We will notify you in advance of any increase in Fees.

4.7. **Discrepancies and exceptions.** If a payout fails or is sent to an incompatible or incorrect Address/network, it may be delayed, rejected, or irrecoverable. You acknowledge that blockchain transfers are push transactions and generally irreversible.

4.8. **Supported assets and networks.** The list of supported crypto-assets and networks, permissible asset/network combinations, and required confirmations is published in the Commercial Policy and may change from time to time. Our systems prevent submission of payout requests for unsupported assets, networks, or combinations.

4.9. **Our right to refuse, delay, or suspend.** We may refuse, delay, or suspend a payout where required by law or regulation (including AML Legislation), where the instruction appears inaccurate or suspicious, or where it breaches the Agreement.

4.10. **Communications and records.** We provide payout status updates and notifications through the Site or API. You are responsible for monitoring your Account and keeping contact details up to date. Records of payouts and debits from your Balance are available in your Account.

4.11. **Regulatory classification – Exchange Service.** If your Balance asset differs from the payout asset, the payout includes a regulated Exchange Service (we buy from/sell to you as principal) before transfer. You receive the quoted rate if you confirm within the validity window and the conditions are met. The details are set out in the Commercial Policy.

4.12. **Regulatory classification – Transfer Service.** When we send the payout in the selected crypto-asset to the recipient's Address on the chosen network, we provide the regulated Transfer Service. The applicable conditions are set out in the Commercial Policy.

ĊONFIRMO

5. Confirmo Account, your Balance and safekeeping of your assets

5.1. **Account.** Your Account is your business profile with us, accessible via the dashboard on the Site or through our API. It is where you use the services, view activity and statements, configure service options and schedules, manage authorised users, and set security controls (including multi-factor authentication and API keys). You must keep credentials and keys secure and restrict access to authorised users only.

5.2. **What your Balance represents.** We display your Balance in your dashboard, as our real-time record of your assets with us, shown per individual asset. It evidences your beneficial entitlement to those assets and the amounts we must deliver, transfer, exchange or settle to you under the Agreement. Assets we hold for you are treated as Client Assets and may be in the form of Client Funds (fiat) or Client Crypto-Assets.

5.3. **Purpose of holding Client Assets.** We hold Client Assets solely to provide the regulated Services of Transfer and Exchange, not to hold them indefinitely in custody. We are not authorised to offer custody services for crypto-assets.

5.4. **Segregation of Client Funds.** We keep Client Funds separate from our own funds. Client Funds are held on trust for you in one or more segregated Client Funds accounts. Client Funds may be pooled in an Omnibus Account, with client-by-client segregation maintained in our internal records. Our creditors have no recourse to Client Funds.

5.5. **Safeguarding of Client Funds.** We hold all Client Funds in one or more Client Funds accounts with a bank authorised in the EU/EEA. Your fiat Balance is protected by holding the corresponding amount in the Client Funds account no later than the end of the following Business Day after the Balance, or relevant proportion of it, is created. We will obtain and maintain a written acknowledgement from each bank that the relevant account is a Client Funds account held on trust, not subject to set-off or any security interest in favour of the bank, and titled accordingly.

5.6. **Treatment of Client Funds.** We transact with Client Funds only when instructed by you (or as otherwise permitted under the Agreement) or where required by law, regulation, or a decision or instruction of a competent authority. We hold legal title to Client Funds as trustee only. We do not use Client Funds for our own account, do not grant any security interest over them, do not permit any third-party lien or set-off, and do not rehypothecate them. We do not pay interest on Client Funds.

5.7. **Segregation of Client Crypto-Assets.** We keep our clients' crypto-assets separate from our own crypto-assets. While held by us, Client Crypto-Assets

are held on trust for you. Client Crypto-Assets may be pooled in one or more Omnibus Wallets, with client-by-client segregation maintained in our internal records. We will not pledge, lend, or otherwise use Client Crypto-Assets for our own account. Our creditors have no recourse to Client Crypto-Assets.

5.8. **Safeguarding of Client Crypto-Assets.** We hold Client Crypto-Assets in self-custody wallets. Your crypto-asset Balance is protected by ensuring a corresponding amount is held in Client Crypto-Asset wallets no later than the end of the following Business Day after the Balance, or relevant proportion of it, is created.

5.9. **Automatic conversion of crypto-assets into fiat.** We are not authorised to provide custody of Client Crypto-Assets. If we hold your crypto-asset Balance for two Business Days, you acknowledge that it will be automatically exchanged into a fiat Balance at the end of the second Business Day in accordance with the Commercial Policy. To prevent this, you may utilise daily Settlement of the crypto-asset Balances (see Services - Invoicing), or request a payout before the end of the second Business Day (see Services - Payouts).

5.10. **Treatment of Client Crypto-Assets.** We transact with Client Crypto-Assets only when instructed by you (or as otherwise permitted under the Agreement) or where required by law, regulation, or a decision or instruction of a competent authority. We do not use Client Crypto-Assets for our own account, do not grant any security interest over them, do not permit any third-party lien or set-off, and do not rehypothecate them. We do not pay interest on Client Crypto-Assets.

5.11. **Insolvency recognition of Client Assets.** In any insolvency, examinership, or enforcement process, Client Funds and Client Crypto-Assets are to be treated as trust property, excluded from our estate, and returned to you in priority to claims of our creditors, in accordance with Irish law. We will cooperate with any insolvency practitioner to transfer or return Client Funds and Client Crypto-Assets in a timely manner according to our wind-down plans.

5.12. **Title and movements.** When crypto-assets are received for you (for example, via invoicing) and the invoice is paid, title to those crypto-assets is treated as yours; where an exchange to the Settlement Asset is executed, title to the received asset transfers to us and your Balance reflects your asset post-exchange. Our ledger records each movement.

5.13. **Credits and debits.** We credit your Balance when an invoice is paid, or when other accepted funding of your Balance is processed. We debit your Balance when we process a Settlement or a payout for you, or when fees apply. We

may correct or reverse an entry in case of error, duplicate credit, on-chain re-organisation, or other adjustment provided for under the Agreement or the Commercial Policy. We will notify you of material corrections. We reconcile Client Assets on a daily basis and promptly address any discrepancies.

5.14. **Insufficient or negative Balance.** We do not provide credit. We will refuse or suspend a Settlement or a payout if your Balance is insufficient. If a negative Balance arises, you must promptly fund your Balance to restore it to zero or positive. We may set off amounts you owe us under or in connection with the Agreement against your Balance.

5.15. **Settlements and payouts.** You may settle your Balance to your designated bank account (fiat) or nominated External Wallet (crypto-assets), or use it for payouts, as described in the relevant service sections and the Commercial Policy.

5.16. **Security controls.** You can configure security features in your Account. You are responsible for setting and maintaining these controls and for all instructions placed using your credentials or keys.

5.17. **Security systems used.** We implement the following systems to protect access to the platform and the integrity of instructions, and you must use the controls we make available:

- **Transport security.** All access to the Site and API must use HTTPS. We reject non-TLS requests for state-changing operations.
- **Dashboard access and multi-factor authentication.** The Account requires multi-factor authentication. You must maintain appropriate authentication settings for your authorised users.
- **API authentication and keys.** API access uses bearer API keys that we generate and display once. Keys can be revoked and rotated in your Account. Keys are personal to your organisation and must be stored securely and used within stated scopes and rate limits. We may throttle or suspend API access to protect the platform or in case of misuse.
- **Allow-lists and access controls.** Your Account enables security controls (including whitelists). You are responsible for configuring, reviewing and maintaining those controls and for all instructions placed using your credentials or keys.
- **Webhook authenticity.** We sign outbound webhooks; you must verify the signature before acting on a webhook message and should confirm material state changes via the API. We operate retry logic for

undelivered webhooks and may notify designated contacts if delivery ultimately fails.

- **Operational safeguards.** You must protect payment URLs and other non-public resources, restrict them to authorised staff and systems, and verify "paid" or similar terminal states using the API before fulfilling orders or releasing value.

5.18. **Records and reconciliation.** Your Account provides transaction history, Balance movements, and downloadable statements. You must review them regularly and notify us promptly if you believe there is an error or unauthorised activity. Our statements and ledger entries are primary evidence of your entitlement unless there is a manifest error.

5.19. **Abandoned Account.** If your Account becomes an Abandoned Account with a positive Balance, we will charge the Abandoned Account Fee set out in the Fee Schedule, and you authorise us to deduct that fee, together with any costs of managing the Abandoned Account, directly from your Balance. You can restore an Abandoned Account by processing a transaction through your Account or by updating your contact details (as applicable); any fees or costs already deducted are not refundable. If your Balance is zero or insufficient to cover the Abandoned Account Fee and related costs, we may close your Account and terminate the Agreement immediately without prior notice.

5.20. **No set-off by you.** You may not set off any amounts you claim from us against amounts you owe us under the Agreement.

6. Payment exceptions

6.1. **What counts as a payment exception.** A payment exception arises when a payment does not meet the conditions shown on the invoice - an underpayment (less than required), an overpayment (more than required), or a payment made after the validity window has expired.

6.2. **What does not count as a payment exception.** By default, we do not consider a payment an exception if the amount of the payment exception is minor. An amount is considered minor if the total administrative costs (e.g. network, administration, processing, or miner fees, and other administrative costs) are equal to or higher than the original amount paid by the customer. Any amount equal to or below this will be retained by Confirmo as an administrative fee, as outlined in the Fee Schedule.

6.3. **Underpayments.** Underpayments occur when we receive less than the total amount required to mark the invoice as fully paid. When an invoice is not

fully paid, your Balance is not credited, the invoice is marked as an exception, and its resolution is required (see below).

6.4. **Overpayments.** Overpayments occur when we receive an amount that exceeds the invoice amount. In such a case, the invoice is marked as paid, and your Balance is credited in the amount corresponding to the original invoice amount. The excess amount is not credited to your Balance, is marked as an exception, and its resolution is required (see below).

6.5. **Expired payments.** Expired payments occur when we receive a payment that was broadcast outside the validity window. Any payment sent to an expired invoice is marked as an expired invoice and an exception, and its resolution is required (see below).

6.6. **Automatic resolution of payment exceptions.** You can set a tolerance threshold for automatic resolution of payment exceptions in your Account. By setting the threshold, underpaid and overpaid invoices will be marked as paid (without creating an exception) if the amount received falls within the selected tolerance threshold of the original invoice amount. The details are set out in the Commercial Policy.

6.7. **Manual resolution of payment exceptions.** In cases not covered by the automatic resolution, payment exceptions must be handled manually via contacting our support at support@confirmo.net or via other means that are customary in our mutual communication. Your customer may request a direct refund via the invoice URL.

6.8. **Resolution subject to standard fees.** If the resolution of the payment exception requires an additional transaction (i.e., a refund), such resolution is subject to a standard Merchant (processing) fee; the exchange rate applicable at the time of resolution will be applied. We may also charge a network or other fees as set out in the Fee Schedule.

6.9. **When we may decline to resolve or refund.** We may decline to resolve or refund an exception where the total fees and costs would equal or exceed the amount to be refunded, where the request is incomplete or unsupported, or where prevented by law or regulation (including AML Legislation).

6.10. **Time to resolve payment exceptions.** Payment exceptions may be resolved within 30 days from the date the invoice is created. After this period, we have no obligation to resolve or refund the exception. A Fee for non-refunded Payment Exceptions will be applied for payment exceptions still unresolved after this period, as outlined in the Fee Schedule.

ĊONFIRMO

7. Other payment discrepancies

7.1. **Our reasonable assistance in recovery.** We will use commercially reasonable efforts to assist with the recovery of payments sent in error (for example, to the wrong Address or on the wrong network) that fall outside the invoice exception rules.

7.2. **No guarantee of recovery.** You and your customer should be aware, however, that because crypto-asset transfers are push transactions recorded on public networks, we cannot unilaterally reverse or recover mis-sent payments. You and your customer are responsible for the accuracy of Addresses and networks.

8. Reverse payments for sales terminated after Settlement

8.1. **Your refund policy.** If you have your own refund terms applicable to terminated or cancelled sales after payment and delivery, you must provide them to your customers before they make a payment. Our fees for already processed transactions are not refundable if you or your customer later cancels the sale to which the payment relates.

8.2. **Processing refunds through us.** We can process a refund for a transaction we processed on your behalf if the sale has been terminated and you instruct us to do so. Refunds may be made in a crypto-asset only; if necessary, we will sell you the required crypto-asset in exchange for debiting your fiat Balance.

8.3. **Refunds are new transactions.** A refund is a new transaction. The rules under the Agreement apply, including exchange-rate calculation, any rate-hold/validity window, confirmations, and processing fees set out in the Fee Schedule.

8.4. **When we may decline.** We may decline to process a refund if the total fees and network costs would equal or exceed the refund amount, or if the refund is prohibited by law or regulation.

8.5. **Exchange rate and value changes.** The exchange rate applied to a crypto-asset refund is the rate at the time we execute the refund. We are not responsible for any change in value between the original transaction and the refund.

ÇONFIRMO

9. Fees

9.1. We charge fees for the provision of our services. All fees are available in the Fee Schedule.

9.2. The Fee Schedule forms part of the Agreement. The Fee Schedule may be amended from time to time in accordance with these Terms. We will notify you in advance of any increase in fees.

10. Your representations

10.1. **Status and authority.** You represent that you are duly organised (or, if a sole trader, over 18 with legal capacity), validly existing and authorised to enter into and perform the Agreement. The person accepting the Agreement has the authority to bind you.

10.2. **Accuracy of information.** All information and documents you provide (during onboarding and thereafter) are accurate, complete, and up to date. You will promptly update them if any changes occur.

10.3. **Legality of goods, services and activity.** Your goods, services and activities are lawful in all relevant jurisdictions and do not fall within restricted categories. You will comply with the eligibility rules, restricted sectors and country coverage set out in the Commercial Policy.

10.4. **Compliance with law.** You comply, and will maintain compliance with, applicable law, including AML Legislation, anti-bribery and anti-corruption law, export controls, consumer law (in relation to your customers), and tax law. You hold the necessary licences and authorisations for your activities.

10.5. **Sanctions.** You, your directors and beneficial owners are not subject to sanctions, located in, organised under the laws of, or ordinarily resident in a sanctioned or otherwise restricted jurisdiction, and you will not route transactions in breach of sanctions.

10.6. **IP and content.** You have all rights necessary in any content, names, logos and materials you provide or display, and our use of them as permitted by the Agreement will not infringe third-party rights.

10.7. **Accounts and wallets.** You are (and will remain) the account holder of any bank account you designate for fiat Settlement, and you control any destination wallet you designate for crypto-asset Settlement.

10.8. **Use of the services.** You will not use the services for unlawful purposes, to conceal the source or destination of funds or crypto-assets, to structure or split transactions to evade limits or controls, or to interfere with or circumvent our security, rate limits or monitoring.

10.9. **Taxes.** You are responsible for determining, collecting, reporting and paying all taxes and charges applicable to your activity and transactions. You warrant that you comply with all applicable tax laws that are relevant to you.

10.10. **Customer disclosures and refunds.** You are solely responsible for your contracts with your customers, including making all legally required disclosures and providing your refund policy.

10.11. **Records and cooperation.** You will keep records required by law and the Agreement, and you will cooperate with our lawful requests (including AML/CTF, sanctions and security) and with Travel Rule information requirements.

10.12. **Reliance and remedies.** We rely on these representations, warranties and undertakings. A breach constitutes a material breach of the Agreement and may result in refusal, delay, suspension, or termination, as well as any other remedies available under the Agreement or law.

11. Our reservations

11.1. **Service territorial scope.** Our services are available only in the jurisdictions we list on the Site. Availability can change, and some features or options may not be offered everywhere. We may suspend or withdraw service in a jurisdiction (for example, due to banking partner constraints or legal or regulatory reasons).

11.2. **Country-specific requirements.** We may impose additional terms, checks or limits for particular jurisdictions or sectors where required by law, regulation or our risk policies.

11.3. **Supported assets, networks and features.** We may add, limit or discontinue support for specific assets, networks, confirmations, or features at any time. Each invoice or payout shows the combinations currently supported for that transaction. If you hold a Balance in such a discontinued asset, we will inform you and set a reasonable time limit for the cessation of Exchange and Transfer Services and for the transfer/withdrawal of the assets concerned. If you fail to act within a time limit, a special fee will be applied. The fee will be determined individually, and you will be informed about it with the information on the discontinuation of the asset.

11.4. **Banking and Settlement rails.** Fiat Settlement depends on third-party banks and payment systems. We may change, limit or discontinue particular rails, currencies or corridors, and apply cut-off times and processing windows.

11.5. **Limits and controls.** We may set or adjust transaction, volume, velocity, value, API rate and access limits; apply holds; and require additional approvals or security steps.

11.6. **Quotes and pricing windows.** Exchange quotes are valid only for the stated validity window and conditions. We are not obliged to honour quotes outside that window.

11.7. **Maintenance and changes to the platform.** We may perform maintenance (scheduled or emergency) and make changes to the Site, API or documentation, including adding, removing or modifying features. Access may be interrupted during scheduled maintenance or in the event of an incident.

11.8. **Right to refuse, delay or reverse.** We may refuse, delay or reverse a transaction, credit or Settlement where required by law or regulation (including AML Legislation), where instructions appear inaccurate or suspicious, where doing so would breach the Agreement, or where network/banking conditions prevent safe execution.

11.9. **Information and verification requests.** We may request information or documents (for example, to update your profile, verify the ownership of Settlement bank accounts or control of destination wallets, or to meet Travel Rule requirements) and may suspend processing until they are received.

11.10. **Corrections.** We may correct or reverse ledger entries for errors, duplicate credits, on-chain reorganisations, rejected payments or other adjustments permitted under the Agreement. We will notify you of material corrections.

11.11. **No privity with your customers.** We provide the services to you and are not a party to your contracts with your customers. We do not assume responsibility for your goods or services, pricing, delivery, customer communications, or any statutory obligations you owe to your customers.

12. Complaints-handling

12.1. **Complaint.** You may submit a complaint in accordance with our Complaints Handling Policy published on the Site. The policy forms a part of the Agreement. The policy outlines the process for submitting a complaint, the information we require from you, and how and when we will acknowledge and respond, as well as the escalation options available. Nothing in the Agreement limits your statutory rights.

ĊONFIRMO

13. Data protection and privacy

13.1. **Data protection and privacy.** We process personal data in connection with onboarding and the provision of the services described in the Agreement. We explain our data practices in our Privacy Policy published on the Site, which forms part of the Agreement. If there is any inconsistency between this section and the Privacy Policy on how we handle personal data, the Privacy Policy prevails.

13.2. **Roles.** We act as an independent controller for personal data that we process in connection with, in particular, onboarding, AML screening, service provision, security, account administration, and regulatory reporting. Where you provide us with personal data about third parties (for example, your customers or payout recipients), each of us acts as an independent controller for our respective processing. We do not act as your processor unless we expressly agree to do so in writing.

13.3. **Categories of data.** Depending on how you use the services, we process identity and contact data, business data, transactional and technical data.

13.4. **Purposes and legal bases.** We process personal data to perform the Agreement and provide the services; to comply with legal obligations (including AML/CTF legislation, record-keeping, Travel Rule information collection and transmission, and responding to lawful requests); to protect our services and users (security, abuse and fraud prevention); and to manage our relationship with you (service communications and account management). Where permitted, we may send direct marketing; you can opt out at any time. Service and regulatory notifications are not marketing.

13.5. **Travel Rule and compliance disclosures.** For relevant transfers, we may collect, verify, store and transmit payer/payee information to other obliged entities and competent authorities.

13.6. **Sharing.** We may share personal data with our group companies, partner banks and payment providers, wallet and blockchain infrastructure providers, cloud and IT vendors, KYC/AML and fraud-prevention providers, professional advisers, and with competent authorities and counterparties where required by law. We require service providers to protect personal data and use it only as permitted by law and in accordance with our instructions.

13.7. **International transfers.** If personal data is transferred outside the EEA/UK, we use lawful transfer mechanisms.

13.8. **Retention.** We retain personal data for as long as necessary to provide the services and fulfil our legal obligations.

13.9. **Your responsibilities.** You must ensure any personal data you provide to us (including about your directors, employees, customers or recipients) is

accurate and lawfully obtained, and that you have given all notices and obtained all consents or other permissions required by law.

13.10. **Security.** We implement appropriate technical and organisational measures to protect personal data. You are responsible for securing your Account, credentials, API keys, whitelists and access controls, and for notifying us without delay if you suspect unauthorised access.

13.11. **Individual rights.** Individuals can exercise their data protection rights as described in the Privacy Policy.

13.12. **Changes.** We may update the Privacy Policy; we will post the updated version on the Site and indicate the effective date.

14. Intellectual property and licences

14.1. **Ownership.** We (and our licensors) own all intellectual property rights in the platform, software, the Site, the API, documentation, and related materials. Nothing in the Agreement transfers ownership to you.

14.2. **Licence to use the platform and API.** We grant you a limited, revocable, non-exclusive, non-transferable licence to access and use the Site and API for your internal business purposes to receive the services during the term of the Agreement. You may not sublicense this licence.

14.3. **Restrictions.** You must not copy, modify, adapt, translate, decompile, disassemble or reverse-engineer any part of the platform or attempt to extract source code, except where such restriction is prohibited by law. You must not remove proprietary notices, circumvent security or rate limits, or use automated means to scrape or harvest data from the Site or API.

14.4. **Changes to the platform.** We may change the Site, API or documentation (including adding, removing or modifying features). The licence extends to the platform as changed or updated.

14.5. **Your content and licence to us.** If you provide us with content or materials (for example, your corporate name, URL, artwork, text or logos), you grant us a royalty-free licence to use, host, reproduce and display them as needed to provide the services, operate the Site and API, and comply with law. You warrant that you have the necessary rights and that our use will not infringe third-party rights.

14.6. **Publicity and use of marks.** We may identify you by name and logo as our client in client lists and similar materials, unless you opt out by notice. You may use our name and logos on your sites and promotional materials solely to indicate that you use Confirmo for crypto-asset services, and subject to any brand guidelines we provide.

14.7. **Third-party marks and content.** We do not grant any licence to third-party protocols, software or marks. Use of third-party technology or content is subject to their own terms.

14.8. **Open-source components.** Parts of the platform may include or link to open-source software. Where required by an applicable open-source licence, that licence governs your use of the relevant component and prevails over the Agreement for that component.

14.9. **API terms and credentials.** API keys are personal to your organisation. You must keep keys secure, use them within stated scopes and rate limits, and rotate or revoke them if compromised. We may throttle or suspend API access to protect the platform or in case of misuse.

14.10. **Feedback.** If you send us ideas or suggestions, you grant us a perpetual, irrevocable, royalty-free licence to use them without restriction and without payment.

14.11. **Reservation of rights.** Except for the limited licences expressly granted in this section, all rights in and to the platform, software, Site, API, documentation and our names, logos and marks are reserved to us.

15. Liability - general provisions

15.1. **Liability.** This section applies to the fullest extent permitted by Irish law and governs each party's liability under or in connection with the Agreement.

15.2. **No exclusion for certain liabilities.** Nothing in the Agreement limits or excludes liability for fraud or fraudulent misrepresentation, death or personal injury caused by negligence, or failure to give good title where applicable.

15.3. **Excluded heads of loss (mutual).** Neither party is liable to the other for any: (a) indirect or consequential loss; (b) loss of profit, revenue, business, goodwill, or anticipated savings; (c) loss or corruption of data; or (d) exemplary or punitive damages.

15.4. **Specific service risks.** We are not liable for losses arising from: (a) your incorrect or incomplete instructions (including asset or network selection, Addresses, tags/memos); (b) on-chain conditions outside our control (including mempool congestion, gas/fee spikes, forks, reorganisations, chain halts, validator/miner behaviour); (c) third-party failures in banking, payment or blockchain infrastructure; or (d) irreversible nature of blockchain transfers and your failure to secure your Account, credentials, API keys or whitelists—except where caused by our breach of the Agreement.

ÇONFIRMO

15.5. **Aggregate cap (our liability to you).** Subject to the "No exclusion for certain liabilities" paragraph, our total aggregate liability to you arising out of or in connection with the Agreement (however caused and whether in contract, tort (including negligence), misrepresentation, restitution or otherwise) is limited to the total fees you paid to us for the services giving rise to the claim in the 12 months immediately preceding the first event giving rise to that liability.

15.6. **Indemnities by you.** You indemnify us against third-party claims, losses, costs and liabilities arising out of or in connection with: (a) your breach of law (including AML Legislation and sanctions) or the Agreement; (b) your content, instructions or Addresses/networks provided to us; (c) claims by your customers or recipients relating to your goods or services; and (d) infringement of third-party rights caused by your use of the services other than in accordance with the Agreement. (For clarity, this indemnity does not apply to losses caused by our breach of the Agreement.)

15.7. **Mitigation and sole remedy.** Each party must take reasonable steps to mitigate its losses. Except for any specific remedies set out in the Agreement, the rights and remedies in this section are the sole and exclusive remedies for the subject matter giving rise to the claim.

15.8. **Time limit.** Any claim must be commenced within 12 months after the date the claimant first became aware (or ought reasonably to have become aware) of the facts giving rise to the claim.

15.9. **No implied terms.** To the extent permitted by law, all terms, warranties and conditions not expressly set out in the Agreement are excluded.

15.10. **Precedence.** If this Liability section conflicts with any service-specific term, this section prevails unless that service-specific term expressly states otherwise.

16. Liability - Unauthorised or incorrectly initiated/executed transfer

16.1. **Client notification.** If you become aware of any transfer that you did not authorise, or any transfer that appears to have been initiated or executed incorrectly, you must notify us without undue delay and in any event no later than 13 months after the time the transfer was debited. You must notify us via the contact methods described under Notices and communications (or through any in-product reporting function we make available) and include at least the transaction reference, date/time, asset, amount and the Address (including any required tag/memo).

ÇONFIRMO

16.2. **Burden of proof and investigation.** Upon your notice, we will assess the transfer. We bear the burden to demonstrate that the transfer was authenticated, accurately recorded, and not affected by a technical failure of our systems. If we cannot demonstrate this, the transfer will be treated as unauthorised for the purposes of this section.

16.3. **Our liability and remedy.** Subject to paragraphs Maximum account and Excluded heads of loss (mutual) and other terms of the Liability section, where a transfer is unauthorised, or is incorrectly initiated or executed due to our act or omission, we will rectify without undue delay by reversing or correcting the transfer or by crediting your Balance in an amount equivalent to the debited amount, as appropriate. This is without prejudice to your obligations in paragraph Operational verification duty.

16.4. **Client security obligations and pre-notice liability.** Before you notify us under paragraph Client notification, please note you are liable for losses resulting from the misappropriation of your security credentials up to EUR 50. You shall not bear any such losses where they arise from our act or omission, unless you acted fraudulently. If you act fraudulently, with intent or gross negligence, or fail to fulfil your duties (including keeping credentials safe or promptly notifying us), you bear all resulting losses. After you notify us under, you do not bear any further losses, except where you acted fraudulently.

16.5. **Incorrect unique identifier (Address, tag/memo).** If you provide an incorrect or incomplete Address or tag/memo, we are not liable for non-execution or defective execution. We will make reasonable efforts to recover the crypto-assets (see [Other payment discrepancies](#)).

16.6. **Operational verification duty.** Before fulfilling orders or releasing value in reliance on state changes (e.g., "paid", "sent"), you must verify material state changes via the API or your Account. Failure to perform such verification may reduce or exclude any recovery under to the extent the loss would have been avoided by verification.

16.7. **Maximum amount.** Our liability under this subsection is limited to the debited amount in the affected transfer, without prejudice to the No exclusion for certain liabilities paragraph in the [Liability - general provisions](#) and any applicable law that prohibits limitation.

16.8. **Matters outside our responsibility.** For clarity, the Specific service risks paragraph applies. We are not liable where non-execution or defective execution results from abnormal and unforeseeable circumstances beyond our reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts, or where the loss arises from an

incorrect unique identifier, except where caused by our breach of the Agreement.

16.9. **Relationship with other terms.** This section applies in addition to the other provisions of [Liability - general provisions](#) section and prevails to the extent of any inconsistency for the topic it governs.

17. Term, amendments and termination of the Agreement

17.1. **Term.** The Agreement commences on the Effective Date and remains in effect until terminated in accordance with this section.

17.2. **Changes to the Agreement.** We may update these Terms and documents incorporated by reference. We will notify you in advance of any changes, stating the effective date and providing instructions on how to object. If you do not agree to a change, you may terminate the Agreement before the effective date; continued use of the services after the effective date constitutes acceptance. We will not make changes with retrospective effect. Changes required by law, regulation, a supervisory request, security or risk may take effect immediately.

17.3. **Suspension and termination by us (for cause).** We may suspend the services or terminate the Agreement immediately (and without prior notice where lawful and reasonable) if: (a) you breach the Agreement; (b) any information, warranty or representation you give is or becomes false, invalid or misleading; (c) we are required to act by law, regulation, a court/authority, or our legal obligations; (d) a service or infrastructure on which we rely becomes unavailable or unsafe (including banking, payments or blockchain infrastructure); or (e) you cease to meet our eligibility criteria or we identify undue risk in our checks.

17.4. **Termination by us (for convenience).** We may terminate the Agreement and close your Account on notice. Unless we state a longer period, the notice period is 30 days.

17.5. **Termination by you.** You may terminate the Agreement and close your Account at any time. Before closure, all outstanding fees and other amounts must be settled.

17.6. **Effect of termination.** On termination: (a) your right to access the services ends and we will disable credentials and API keys; (b) we will process any permitted withdrawals/Settlements of your Balance in accordance with the Agreement; (c) we may refuse, delay or limit withdrawals/Settlements where required by law or regulation (including AML Legislation), for Chain Events with effects similar to chargebacks, suspected breach, or to complete

ongoing checks; (d) we may set off amounts you owe us against your Balance; (e) we retain records as required by law; and (f) provisions that by their nature survive (including fees, set-off, records/audit, confidentiality, data protection, risk disclosures, liability, indemnities, governing law and jurisdiction, and this section) continue after termination.

17.7. **Force majeure and extended outages.** If an event beyond our reasonable control prevents performance, our obligations are suspended for the duration of that event. If it lasts beyond a reasonable period, either party may terminate affected transactions or the Agreement on notice, without liability other than for amounts properly due before termination.

17.8. **Notice mechanics.** We will deliver notices (including change and termination notices) via the Site and/or email to the contacts held in your Account. Keep your contact details up to date.

18. Access to the Agreement and service information

18.1. **Electronic access on request.** At any time during the term of the Agreement, you may access or receive, on request, an electronic copy of the Agreement. We provide these in an electronic format via your Account or by other electronic means we notify to you.

18.2. **Records availability.** For transaction-level information, see paragraph Communications and records in sections [Services - Invoicing](#) and [Services - Payouts](#), and your Account/API, where records and status updates remain available.

19. Interpretation

19.1. **Order of precedence.** If there is any conflict or inconsistency between documents that form part of the Agreement, the following order applies (higher item prevails over a lower one): (1) any document expressly agreed between you and us in writing for a specific relationship or transaction; (2) documents incorporated by reference to these Terms to the extent applicable to the relevant service, unless these Terms expressly provide otherwise; (3) these Terms. Help Centre articles, FAQs, and other guidance are for convenience only and are not part of the Agreement unless expressly stated.

19.2. **Updated documents.** A reference to a document incorporated by reference is to that document as updated in accordance with these Terms.

19.3. **Definitions and construction.** Headings are for convenience only and do not affect interpretation. References to "including" or "for example" mean "including without limitation." Words in the singular include the plural and vice versa. A reference to a "person" includes a company, partnership, body corporate or unincorporated, and any public authority.

19.4. **Days, time and currency.** "Business Day" means a day other than Saturday, Sunday or a public holiday in Ireland when banks are open in Dublin. Unless stated otherwise, times are Irish time and amounts are in Euro.

19.5. **Notices and writing.** "Writing" includes email. The date of delivery of such communication shall be deemed to be the day following the date on which the communication was sent.

19.6. **Precedence of definitions.** If a term is defined in more than one document within the Agreement, the definition in the document with higher precedence (per the order above) applies for that subject matter.

19.7. **Languages.** If we provide a translation, the English version prevails to the extent of any inconsistency.

20. General Provisions

20.1. **Confidentiality.** Each party must keep the other's non-public information confidential and use it only to perform the Agreement. Permitted disclosures include to professional advisers, banks, service providers and regulators under confidentiality obligations, and as required by law.

20.2. **Subcontracting and third-party providers.** We may use third-party service providers (including banks, wallet and blockchain infrastructure, cloud and IT vendors, and KYC/AML providers) to deliver the services.

20.3. **Notices and communications.** We may deliver notices via the Site and/or email to the contacts in your Account. You must keep your contact details up to date. You can contact us at support@confirmo.net. Notices take effect once they are sent, unless the Agreement specifies otherwise. Operational messages and service updates may also be provided in-product.

20.4. **Electronic acceptance and counterparts.** Click-through acceptance, electronic signatures and electronic records have the same effect as signatures on paper. The Agreement may be executed in counterparts, which together form one instrument.

20.5. **Audit and information requests.** We may provide information to competent authorities and our auditors as required by law or regulation. You will reasonably cooperate with our lawful requests for information related to

compliance (including AML/CTF, sanctions and security), subject to confidentiality.

20.6. **Changes of details.** You must promptly notify us of any change to your legal name, directors, beneficial owners, Addresses or contact details and update your Account accordingly.

21. Governing law and dispute resolution

21.1. **Governing law.** The Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by the laws of Ireland.

21.2. **Jurisdiction.** The courts of Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement. Each party submits to the exclusive jurisdiction of those courts and waives any objection to proceedings in those courts on the grounds of inconvenient forum.

21.3. **Pre-action escalation.** Before starting court proceedings (except for urgent relief), the parties will follow the procedure in the Complaints Handling Policy and use reasonable efforts to resolve the dispute in good faith.

21.4. **Injunctive relief.** Nothing prevents either party from seeking urgent injunctive, protective, or other equitable relief in any court of competent jurisdiction.

21.5. **Service of process.** Each party consents to service of proceedings by registered post or courier to its registered office, and by email to the notice address held in the Account, in addition to any method permitted by law.

21.6. **Language.** The governing language for the Agreement and for any proceedings is English.

22. Consumer Protection

22.1. **Scope and priority of statutory rights.** If you are a consumer under the Central Bank of Ireland's Consumer Protection Code and the services are provided to you in Ireland ("Consumer"), certain terms of the Agreement may be modified or superseded by your statutory rights. Where any term conflicts with a mandatory provision of Irish consumer protection law, the statutory provision prevails. Nothing in the Agreement excludes or limits any liability or right that cannot be excluded or limited by law.

22.2. **Deviations from the Terms.** The deviations in this section apply only where you meet the Consumer definition above.

22.3. **Liability to Consumers.** The liability limitations and exclusions in the [Liability](#) section do not apply to you to the extent they would be inconsistent with mandatory consumer law. We remain responsible for losses caused by our breach of contract, negligence, or failure to provide the services with due skill, care and diligence, subject only to limits permitted by law. We do not exclude or limit liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot legally be excluded.

22.4. **Changes to the Agreement.** We will give you at least 30 days' notice of any change to the Agreement that affects you as a Consumer. If you do not agree with a change, you may terminate the Agreement without charge before the change takes effect.

22.5. **Termination by us.** We may terminate the Agreement immediately only for a material breach by you or where otherwise permitted by law. For non-material breaches, we will provide you with reasonable notice and an opportunity to remedy the issue before suspension or termination.

22.6. **Fees.** Any Non-Refunded Payment Exception Fee applied to you as a Consumer will be cost-based and limited to our reasonable administrative costs. We will give you at least 30 days' notice before applying such a fee, during which you may take steps to avoid it.

22.7. **Dispute resolution.** If you are a Consumer, follow the [Complaints](#) section and our Complaints Handling Policy first. If you are not satisfied with our final response (or we do not respond within the applicable timeframe) and the matter falls within its remit, you may refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). This is in addition to any right to bring proceedings before the Irish courts.

22.8. **Set-off.** The "No set-off by you" clause does not limit any statutory right of set-off you may have as a Consumer.

23. Final Provisions

23.1. **Assignment and change of control.** You may not assign, transfer or novate your rights or obligations under the Agreement without our prior written consent. We may assign or novate the Agreement (including to an affiliate or successor) and will notify you. A change of control of you is not an assignment but must be notified promptly to us.

23.2. **Third-party rights.** The Agreement confers no rights on any third party, except where required by law.

23.3. **Entire agreement.** The Agreement is the entire agreement between the parties on its subject matter and supersedes all prior or contemporaneous understandings. Each party acknowledges it has not relied on any statement not expressly set out in the Agreement.

23.4. **Severability.** If any provision of the Agreement is invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid and enforceable; if that is not possible, it will be deemed deleted. In such case, the parties will negotiate in good faith to replace it with a valid provision that, to the greatest extent possible, achieves the same commercial purpose. The remainder of the Agreement continues in full force.

23.5. **Force majeure.** An event beyond a party's reasonable control (including network or blockchain outages or halts, significant protocol changes or forks, denial-of-service attacks, power or telecom failures, bank or payment-system outages, sanctions or regulatory actions, industrial disputes, acts of God) relieves that party from performing the affected obligations for the duration of the event. If the event continues for a prolonged period, the parties may act as described in the [Term, amendments and termination of the Agreement](#).

23.6. **Survival.** Provisions intended to survive termination (including confidentiality, intellectual property, fees and taxes, set-off, records and reconciliation, data protection and privacy, risk disclosures, liability and indemnities, interpretation, governing law and jurisdiction, notices and force majeure) continue after the Agreement ends.

24. Risks disclosure

24.1. **General.** Using our services involves risks. By using the services, you accept in particular the risks below.

24.2. **Market and price risk.** Crypto-asset prices can change quickly. Exposure to market risk must be managed.

24.3. **Principal risk.** When we provide the Exchange Service, we act as the principal and your counterparty, not as your broker or agent. The price we quote is our price and may include a spread in addition to fees. We may manage our exposure or hedge with third parties and may profit or incur losses on these activities.

24.4. **Quotes and validity windows.** Exchange quotes apply only within the stated validity window and conditions. Payments made outside the validity window may incur additional costs.

ÇONFIRMO

24.5.   **Conflicts of interest risk.** We must manage our conflicts of interest. We publish the Conflicts of Interest Policy on our Site.

24.6.   **Network and blockchain risk.** Transfers depend on public networks we do not control. Congestion, fee spikes, dropped or stuck transactions, re-organisations, forks, halts or protocol bugs can delay or prevent processing.

24.7.   **Irreversibility.** Blockchain transfers are push transactions and generally irreversible. If an Address, tag/memo, asset or network is wrong or unsupported, funds can be lost or unrecoverable.

24.8.   **Asset-specific risks.** Each crypto-asset has its own risks (for example, stablecoin de-pegging, or governance actions). We do not warrant the value, liquidity, or continued availability of any asset.

24.9.   **Supported assets and networks may change.** We may add, limit or discontinue support for assets, networks, confirmations and features. An asset or network shown on an older invoice may later be unsupported.

24.10.   **Compliance holds and information requirements.** We may refuse, delay, or suspend transactions to meet AML/CTF, sanctions, and Travel Rule requirements, or other legal obligations. You must provide accurate information on request.

24.11.   **Banking and payment-system risk.** Fiat Settlements depend on third-party banks and payment systems. Processing windows, cut-off times, third-party fees, holidays and outages can delay crediting or reduce received amounts.

24.12.   **Security and access risk.** You are responsible for securing your Account, credentials, API keys, permissions, whitelists and devices. Compromise can lead to unauthorised instructions that we may process in good faith.

24.13.   **Operational risk.** Errors, misconfigurations or outages (including scheduled maintenance) can affect availability or timing. We may correct ledger entries for mistakes or errors that occurred in a chain of events.

24.14.   **Tax risk.** You are responsible for determining, collecting, reporting and paying taxes that apply to your activity and transactions.

24.15.   **Legal and regulatory change.** Laws, guidance and supervisory expectations can change and may require us to modify, suspend or discontinue parts of the services or coverage in some jurisdictions.

24.16.   **Third-party dependencies.** The services rely on third-party providers (banks, wallet/chain infrastructure, identity and analytics). We are not responsible for failures of third-party systems we do not control, except as required by the Agreement.

24.17.   **Residual safeguarding risk.** While we apply the segregation and safeguarding arrangements described in the Agreement, external events (for

ÇONFIRMO

example, bank failures or network incidents) can cause delays in accessing or returning Client Funds or crypto-assets.

25. Definitions

25.1. **Abandoned Account.** An Account through which no transactions have been processed for a minimum of 12 months, or for which contact information (phone number, email address) is no longer valid as the Client is non-responsive after multiple attempts of contact. Abandoned Account may attract the Abandoned Account Fee.

25.2. **Abandoned Account Fee.** The fee for an Abandoned Account, as set out in the Fee Schedule.

25.3. **Account.** Your business profile with us, accessible via the Site or API, used to access the services and manage settings, users and security.

25.4. **Address.** A destination on a Network for sending or receiving a crypto-asset (for example, a wallet address); where a Network requires a tag or memo, the Address includes that requirement.

25.5. **Agreement.** These Terms, together with the documents incorporated by reference (including the Commercial Policy, Fee Schedule, Privacy Policy, Conflicts of Interest Policy and Complaints Handling Policy) and any document expressly agreed between you and us for a specific relationship or transaction.

25.6. **AML.** Anti-money laundering and countering financing of terrorism.

25.7. **AML Legislation.** Applicable anti-money laundering, counter-terrorist financing, financial sanctions and related laws, regulations and guidance, and in particular the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010.

25.8. **API.** Our application programming interface and associated documentation made available for your use of the services.

25.9. **API Keys.** Credentials we issue to access the API, including any tokens, keys and secrets.

25.10. **Balance.** Our real-time record, per asset, of the amounts we hold for you, as shown in your Account.

25.11. **Business Day.** A day other than Saturday, Sunday or a public holiday in Ireland when banks are open in Dublin.

25.12. **CASP.** A crypto-asset service provider authorised under MiCA.

25.13. **Chain Event.** A fork, chain re-organisation, protocol change, halt or other Network event that may affect confirmations, availability or balances.

CONFIRMO

25.14. **Client Assets.** Assets we hold on your behalf, comprising Client Funds and Client Crypto-Assets.

25.15. **Client Crypto-Assets.** Crypto-assets we hold for you in client wallets in accordance with the Agreement.

25.16. **Client Funds.** Fiat funds we hold for you in a Client Funds Account in accordance with the Agreement.

25.17. **Client Funds Account.** A segregated bank account held with an EU/EEA credit institution and designated for holding Client Funds.

25.18. **Client Crypto-Asset Wallet.** A wallet (which may be Omnibus) used to hold Client Crypto-Assets, with client-to-client segregation maintained in our internal records.

25.19. **Commercial Policy.** The policy we publish on the Site that sets detailed rules for our provision of regulated Services of Transfer and Exchange under MiCA.

25.20. **EEA.** The European Economic Area.

25.21. **Effective Date.** The date we approve your registration and inform you that onboarding is complete.

25.22. **EU.** European Union.

25.23. **Exchange Service.** The regulated service of exchanging crypto-assets for funds or for other crypto-assets as defined under Article 3(1)(19) and (20) MiCA.

25.24. **Fee Schedule.** The schedule of fees we publish on the Site and incorporate into the Agreement.

25.25. **FSPO**. Financial Services and Pensions Ombudsman.

25.26. **MiCA.** Regulation (EU) 2023/1114 on markets in crypto-assets

25.27. **Non-Refunded Payment Exception Fee.** The fee that applies to a Payment Exception not resolved within the time limit, as set out in the Fee Schedule.

25.28. **Omnibus Account.** A Client Funds Account used to pool client fiat funds with segregation maintained in our internal records.

25.29. **Omnibus Wallet.** A Client Crypto-Assets wallet used to pool Client Crypto-Assets with segregation maintained in our internal records.

25.30. **Payout Asset.** The asset you select for a payout.

25.31. **Privacy Policy.** The policy we publish on the Site describing how we process personal data.

25.32. **Private Individual.** A natural person acting outside a trade, business, professional or institutional activity.

25.33. **Settlement.** A transfer of your client assets to your designated bank account (fiat) or to an External Wallet (crypto-assets) according to your configured schedule and the Commercial Policy.

ÇONFIRMO

25.34.   **Settlement Asset.** The asset in which we credit your Balance for an Invoice and/or deliver funds or crypto-assets to you.

25.35.   **Settlement Method.** The destination parameters you designate in your Account for the Settlement under the Agreement.

25.36.   **Site.** Our website(s) and dashboard (including confirmo.net and related domains) through which the services are provided.

25.37.   **Terms.** These Terms and Conditions.

25.38.   **Transfer Service.** The regulated service of transferring crypto-assets on behalf of clients as defined in Article 3(1)(26) MiCA.

25.39.   **Travel Rule.** Applicable legal requirements to collect, verify and transmit payer/payee information for certain transfers under Regulation (EU) 2023/1113 on information accompanying transfers of funds and certain crypto-assets and the related secondary legislation and guidance.

25.40.   **Writing.** Written communication, including email and notices delivered via the Site, where permitted by the Agreement.