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## STRIGA PLATFORM TERMS OF SERVICE FOR CO-BRAND PARTNERS' END USERS

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Last updated: 8 May 2023

### GENERAL PROVISIONS AND RISK NOTICE

- (A) The following are Striga's Terms of Service for Co-Brand Partners' End Users ("**Terms**").
- (B) When we speak of "**Striga**", "**we**", "**us**", and "**our**", we mean Striga Technology OÜ, a company registered in the Republic of Estonia (Member State of the European Union), registry code: 16298772, address: Sepapaja 6, Lasnamäe linnaosa, 11415 Tallinn. We are developing and maintaining a software platform ("**Platform**"), and we cooperate with our "**Co-Brand Partners**" to enable the Co-Brand Partners' "**End Users**" to access "**Services**" and "**Third-Party Services**" through the Platform. We hold a virtual asset service provider license from the Financial Intelligence Unit of the Republic of Estonia (license number FVT000546) for providing services related to "**Virtual Assets**".
- (C) When we speak of "**End User**", "**you**", and "**your**", we mean the customer of a respective Co-Brand Partner through whom the customer accesses the Platform, Services, and Third-Party Services.
- (D) Your use of the Platform, Services, and Third-Party Services is subject to agreeing and complying with these Terms. These Terms shall constitute a binding legal agreement ("**Agreement**") between you and us. Your use of the Platform, Services, and Third-party Services is additionally subject to the applicable "**Restrictions and Limitations**".
- (E) In addition to these Terms, your use of the Platform, Services, and Third-Party Services is subject to the relevant Co-Brand Partner's terms, conditions, and other policies ("**Co-Brand Partner Terms**") as per our arrangements with the Co-Brand Partner through whom you access the Platform, Services, and Third-Party Services, and any additionally applicable terms. Please refer to the respective Co-Brand Partner Terms for further information on the exact scope and nature of the Services and Third-Party Services made available to you and for more details on respective rights and obligations. Striga assumes no liability towards you arising from any legal relationships you have with an individual Co-Brand Partner or from any Co-Brand Partner Terms conflicting with these Terms.
- (F) The use of specific Third-Party Services made available through the Platform is also subject to the terms, conditions, and policies of a respective "**Third-Party Service Provider**". Striga assumes no liability towards you arising from any legal relationships you have with a Third-Party Service Provider. You will be required to consent to the applicable Third-Party Service Provider's terms, conditions, and policies ("**Third-Party Terms**") when you wish to use such services.
- (G) Our Co-Brand Partners and Third-Party Service Providers are not authorized to enter into transactions on our behalf that would give rise to our liabilities toward you. The legal agreement between you and us and our obligations toward you are exclusively set out in these Terms.
- (H) Striga's personal data processing practices are described in Striga's "**Privacy Policy**". Your use of the Platform, Services, and Third-Party Services is subject to agreeing to our Privacy Policy. Please refer to the Privacy Policy on Striga's website [www.striga.com](http://www.striga.com).

(I) **RISK NOTICE:**

BEFORE APPLYING TO BECOME OUR CUSTOMER AND USING THE SERVICES, PLEASE CAREFULLY CONSIDER AND ENSURE THAT HOLDING AND TRANSACTING WITH VIRTUAL ASSETS ALIGNS WITH YOUR RELEVANT

Striga Technology OÜ  
registry code: 16298772

Virtual Asset Service Provider  
License Number: FVT000546

Sepapaja 6, Tallinn  
Estonia

[www.striga.com](http://www.striga.com)

EXPERIENCE, FINANCIAL SITUATION, AND RISK APPETITE. TO DATE, VIRTUAL ASSETS ARE DEEMED A VERY HIGH-RISK AND VOLATILE ASSET CLASS, MEANING THEIR VALUE CAN CHANGE SIGNIFICANTLY OVER A VERY SHORT PERIOD. CERTAIN VIRTUAL ASSETS MAY ALSO HAVE LOW LIQUIDITY, MEANING THAT IN CERTAIN INSTANCES, THEY EITHER CANNOT BE TRADED AGAINST FIAT CURRENCIES OR CAN BE TRADED ONLY UNDER UNFAVORABLE COMMERCIAL CONDITIONS. THEREFORE, BEFORE PURCHASING AND TRANSACTING WITH VIRTUAL ASSETS, YOU SHOULD ALWAYS DO YOUR DUE DILIGENCE AND CONSIDER SEEKING PROFESSIONAL ADVICE. IN ADDITION, VIRTUAL ASSET DEPOSITS OR FIAT CURRENCY DEPOSITS MADE INTO THE PLATFORM ARE NOT SUBJECT TO GOVERNMENT SECURITY OR COMPENSATION SCHEMES. FURTHER, THE OVERALL LEGAL FRAMEWORK SURROUNDING VIRTUAL ASSETS DIFFERS BY JURISDICTION, AND IT MAY CHANGE IN THE FUTURE, WHICH MAY RESULT IN UNEXPECTED RESTRICTIONS OR LIMITATIONS WITH REGARD TO THE USE OF SERVICES.

PLEASE NOTE THAT STRIGA DOES NOT CONTROL THE UNDERLYING SOFTWARE PROTOCOL WHICH GOVERNS THE OPERATION OF VIRTUAL ASSETS AND CANNOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED NOR THE FUNCTIONALITY, SECURITY, OR AVAILABILITY OF THE UNDERLYING PROTOCOLS. THEREFORE, STRIGA ASSUMES NO LIABILITY FOR THE OPERATION OF UNDERLYING PROTOCOLS. YOU ACKNOWLEDGE AND ACCEPT THE RISK THAT UNDERLYING SOFTWARE PROTOCOLS RELATING TO ANY VIRTUAL ASSETS YOU HOLD IN YOUR ACCOUNT MAY CHANGE.

WHERE A CO-BRAND PARTNER'S APPLICATION PROVIDES A METHOD OF INTERACTING WITH DECENTRALIZED APPLICATIONS ("dAPPS"), AND YOU DECIDE TO INTERACT WITH dAPPS, YOU ALSO ACKNOWLEDGE THAT dAPPS ARE ASSOCIATED WITH MANY ADDITIONAL RISKS SPECIFIC TO THEM, SUCH AS LACK OF TRANSPARENCY, LACK OF ADEQUATE INTERNAL CONTROL, PSEUDONYMITY AND THE RESULTING VULNERABILITY TO MANIPULATION, VULNERABILITY TO HACKS, ETC., WHICH, WHEN CRYSTALLIZED, MAY EVENTUALLY LEAD TO THE LOSS OF YOUR FUNDS TRANSFERRED INTO THE dAPPS. YOU ACKNOWLEDGE THAT THE dAPPS ARE NOT PROVIDED BY US, AND WE CAN'T HEDGE THE RISKS RELATED TO THE dAPPS. CONSEQUENTLY, OUR SOLE RESPONSIBILITY CONCERNING THE INTERACTION WITH THE dAPPS IS TO EXECUTE VIRTUAL ASSET TRANSFERS INITIATED AND CONFIRMED BY YOU AND MAKE AVAILABLE YOUR FUNDS THAT HAVE BEEN TRANSFERRED FROM THE dAPPS AND SUCCESSFULLY REACHED OUR ECOSYSTEM. HOWEVER, WE MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND AS TO THE CONSEQUENCES OF YOU TRANSFERRING VIRTUAL ASSETS TO THE dAPPS OR THE OPERATION OF THE dAPPS. WE SHALL NOT ASSUME ANY LIABILITY FOR THE SECURITY, FUNCTIONALITY, OR ACCURACY OF REPRESENTATIONS ABOUT THE dAPPS. ALSO, WE SHALL NOT REPRESENT, WARRANT, OR GUARANTEE THE RETURN OF ANY PRINCIPAL AMOUNT OF VIRTUAL ASSETS TRANSFERRED TO THE dAPPS, OR ANY PROCEEDS, RETURNS, OR REWARDS OFFERED OR ADVERTISED BY THIRD PARTIES IN CONNECTION WITH THE dAPPS. YOU SHALL USE THE dAPPS FOR YOUR OWN PURPOSES AND AT YOUR OWN RISK. ENABLING TRANSACTIONS WITH THE dAPPS SHALL NOT BE CONSTRUED AS OUR ADVICE TO TRANSACT WITH THE dAPPS.

STRIGA ASSUMES NO LIABILITY ARISING FROM THE TYPICAL RISKS RELATED TO THE SERVICES AS DESCRIBED ABOVE.

The Terms are the following:

## 1. DEFINITIONS

The following definitions apply to these Terms:

- **Agreement:** the legal relationship between you and us as laid down in these Terms and amended from time to time.
- **End User:** the customer of a respective Co-Brand Partner through whom the customer accesses the Platform, Services, and Third-Party Services.
- **Mandatory Policies:** our business policies and codes, as amended and updated from time to time.
- **Co-Brand Partner Terms:** terms, conditions, and policies of a relevant Co-Brand Partner through whom you access the Platform, Services, and Third-Party Services.
- **Co-Brand Partner:** an entity that cooperates with us to enable you to access the Services and Third-Party Services through the Platform.
- **dAPP:** decentralized application.

- **Payment Card:** a payment card issued to you by an authorized Third-Party Service Provider, enabling payment transactions in fiat money than can be funded with Virtual Assets stored in your Wallet.
- **Platform:** the proprietary platform created by us incorporating the Software enabling delivery of the Services and access to Third-Party Services.
- **Privacy Policy:** a document describing our practices for processing the personal data of data subjects, as amended and updated from time to time and made available through the Striga Website.
- **Restrictions and Limitations:** restrictions and limitations that apply to the Services provided or Third-Party Services made available to the End Users, as amended and updated from time to time. Restrictions and Limitations information are found on the Striga Website.
- **Services:** services provided to you by us under these Terms and as further detailed in the Co-Brand Partner Terms with any applicable limitations and restrictions.
- **Software:** our proprietary software in machine-readable object code form, including any error corrections, updates, upgrades, modifications, and enhancements to it.
- **Striga Website:** Our website at the address <https://www.striga.com>, or at another address as communicated from time to time.
- **Striga:** Striga Technology OÜ, a company incorporated and registered under the laws of the Republic of Estonia, registry code: 16298772, address: Sepapaja 6, 11415 Tallinn, Republic of Estonia.
- **Terms:** these Terms of Service for Co-Brand Partners' End Users as amended and updated from time to time and made available through the Striga Website.
- **Third-Party Service Providers:** authorized or regulated financial institutions, providers of processing, identity verification, anti-money laundering services, and such other third parties as we may partner with from time to time.
- **Third-Party Services:** services made available by Third-Party Service Providers.
- **Third-Party Terms:** terms, conditions, and policies of Third-Party Service Providers.
- **VIBAN Account:** a virtual account opened for you by Striga that is linked to Striga's payment account opened by an authorized Third-Party Service Provider, enabling certain transactions with fiat currency as further detailed in the Terms.
- **Virtual Asset:** a value represented in the digital form, which is digitally transferable, preservable, or tradable and which natural persons or legal persons accept as a payment instrument but that is not the legal tender of any country or funds for the purposes of Article 4(25) of Directive (EU) 2015/2366 of the European Parliament and of the Council on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC, and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC (OJ L 337, 23.12.2015, pp 35–127) or a payment transaction for the purposes of points (k) and (l) of Article 3 of the same Directive.
- **Virtual Asset Services:** any or all of the following:
  - **Virtual Asset Wallet Service:** a Service in the framework of which we host a Virtual Asset Wallet or account that is managed with encrypted keys and enables the holding, storage, and transfer of Virtual Assets.
  - **Virtual Asset Transfer Service:** a Service that allows a transaction to be conducted electronically at least in part through us in your name with the aim of moving the Virtual Asset to the recipient's Virtual Asset Wallet or account.
  - **Virtual Asset Exchange Service:** a Service with the help of which you exchange a Virtual Asset against a fiat currency or a fiat currency against a Virtual Asset, or a Virtual Asset against another Virtual Asset.
- **Wallet:** a Virtual Asset account that allows the holding, storing, and transfer of Virtual Assets and is managed with encrypted keys.

## **2. SERVICES AND THIRD-PARTY SERVICES**

- 2.1. Subject to the Restrictions and Limitations and subject to availability as per our arrangements with the Co-Brand Partner and the Co-Brand Partner Terms, we may provide you with access to our Platform (through the application developed, maintained, and/or made available to you by the respective Co-Brand Partner) to use some or all the following Services:
  - 2.1.1. Virtual Asset Wallet Service;
  - 2.1.2. Virtual Asset Transfer Service;
  - 2.1.3. Virtual Asset Exchange Service.
- 2.2. We provide Virtual Asset Services only for a limited list of supported Virtual Assets as per our arrangements with the relevant Co-Brand Partner. Subject to any legal, regulatory, technical, or reputational considerations, we may change the list of supported Virtual Assets, and you agree that we are not required to obtain separate consent from you to change the list of supported Virtual Assets. The Co-Brand Partner through whom you access the Services, the Platform, and the Third-Party Services may provide or enable support for additional Virtual Assets if the Co-Brand Partner is authorized to do so under applicable law; however, we are not bound by our Co-Brand Partners' product offering and do not assume any liability to that effect.
- 2.3. Subject to availability as per our arrangements with the Co-Brand Partner, the Co-Brand Partner Terms, the Third-Party Terms, and the Restrictions and Limitations, we may enable you to access the following Third-Party Services:
  - 2.3.1. VIBAN Account;
  - 2.3.2. Payment Card.
- 2.4. By using the Third-Party Services, you acknowledge that Third-Party Services are provided or made available by Third-Party Service Providers, and the Third-Party Terms may apply to such services. You are required to read, acknowledge, accept, and comply with the Third-Party Terms, failure to do so may result in suspension or termination of providing the Services and Third-Party Services to you.
- 2.5. We may, where we consider it to be reasonable or desirable, appoint or instruct other third parties to perform administrative or ancillary services for the purposes of the provision of the Virtual Asset Services. We shall not be liable for the default or the acts or omissions of any such third party but will exercise due skill and care in selecting any such third party.

## **3. ELIGIBILITY AND LIMITATIONS**

- 3.1. We provide Services to End Users who meet the conditions of eligible customers as laid down in the Restrictions and Limitations. We don't provide Services to natural persons who do not meet the requirements of eligible customers as laid down in the Restrictions and Limitations and/or to whom the provision or making available of Services is inconsistent with the Restrictions and Limitations. We reserve the right not to provide Services to customers other than those provided in the Restrictions and Limitations and/or where the provision of Services to you is not consistent with our risk appetite.
- 3.2. These Terms are not addressed to or intended for citizens or residents of the United States of America, persons located in the United States of America, or other US Persons (including US tax residents, people who stay in the United States of America for a period of time for academic or job/business related purposes, etc.). Under these Terms, we don't provide Services to US Persons. You declare and warrant to us that you are not a US Person. Should you be identified as or become a US Person during the term of the Agreement, we have the right to terminate the Agreement immediately, and we shall not be held liable for any damage caused to you in connection with the termination of the Agreement. You are obliged to immediately notify us of any circumstances that may qualify you as a US Person.

- 3.3. Under these Terms, we don't provide Services to legal persons, trusts, and other legal arrangements.
- 3.4. To be eligible for the Services, you need to be at least 18 years old or older and have the full legal capacity to lawfully enter into and form contracts to be eligible for the Services.
- 3.5. We don't provide Services to sanctioned persons.
- 3.6. Before using the Services, you must carefully consider whether trading or holding Virtual Assets is suitable for you in light of your financial situation and the typical risks associated with the Services we provide (as referred to in the Risk Notice section above). You acknowledge that trading or holding Virtual Assets and using the Services entails a substantial risk of loss.

#### **4. ONBOARDING AND REGULATORY COMPLIANCE**

- 4.1. To access the Platform and the Services, we are required to enter into a business relationship with you and identify you in accordance with applicable legislation and our Mandatory Policies. We don't provide Services anonymously or without entering into a business relationship with you.
- 4.2. As part of our identification and verification procedures, we may require you to provide us with relevant information and documentation at our sole discretion. You agree that if you do not provide us with the required information and/or documentation, we can refuse to provide Services to you. We may engage Third-Party Service Providers for identification and verification procedures in accordance with Third-Party Terms.
- 4.3. You confirm and warrant that all information you provide, including during the identification and verification procedure, is accurate and complete. The personal details you present us during the identification and verification procedure must be yours (including the phone number and email address). You must never present a third party's identity or personal details as yours. You confirm and warrant that the documents you provide us are authentic and contain accurate information. You acknowledge that providing false information or non-authentic documentation may result in your civil and/or criminal liability.
- 4.4. You are entitled to use the Services on the condition that you have agreed to these Terms, you have successfully passed our identification and verification procedures, and we have decided to enter into an Agreement with you.
- 4.5. We are legally not required to enter into an Agreement with you. We may decide not to provide Services to you at our sole discretion without being required to give reasoning.
- 4.6. We presume you intend to enter into a termless business relationship with us. You are required to notify us before applying to enter into a business relationship with us if you want to use the Services for a limited time or one or some specific transaction(s).
- 4.7. As a licensed virtual asset service provider, we are involved in the fight against money laundering and terrorist financing, as well as the application of international sanctions. In doing so, we are guided by the applicable legislation, guidance, international standards, and requirements of regulatory bodies, courts, and other competent authorities. To prevent money laundering and terrorist financing and to comply with international sanctions, we are entitled, without limitation, to:
  - 4.7.1. process your personal data in accordance with these Terms, our Privacy Policy, and relevant legislation;
  - 4.7.2. monitor your transactions and other activity on the Platform;
  - 4.7.3. request information and documents from you, as appropriate, concerning your use of the Services, including to regularly check and update data;

- 4.7.4. establish a temporary or permanent restriction on the use of the Services or suspend all or some transactions or operations;
  - 4.7.5. in the cases provided for in our Mandatory Policies and/or the applicable legislation, freeze the funds held on an account maintained by us;
  - 4.7.6. terminate the Agreement;
  - 4.7.7. take other measures as permitted or required by applicable law.
- 4.8. During the entire business relationship, you are required to cooperate with us and provide us with the information or documentation we may need from you to comply with our regulatory obligations. Such information and documentation may include, without limitation, information about the purpose of or counterparties to the transactions made by using your Virtual Asset Wallet, Virtual Asset account, Payment Card, or VIBAN Account, documentation proving the source of funds used in a transaction(s) or source of wealth, etc. You acknowledge that failure to comply with the above may result in the suspension of the Services and/or termination of the Agreement.
- 4.9. Unless otherwise contained in the legal acts which cannot be derogated by agreement for our benefit, we are not liable for any damage or loss caused by the application of our measures of prevention of money laundering and terrorist financing and implementation of international sanctions, including but not limited to those set out in clauses 4.7 – 4.8 of these Terms.

## **5. YOUR OBLIGATIONS AND LIABILITY**

- 5.1. You must use the Services in strict compliance with these Terms. Additionally, you undertake to identify and follow the requirements of the laws applicable to you and/or in the jurisdiction from which you access the Services. You may not use the Services if it is not allowed with laws applicable to you and/or in the jurisdiction from which you access the Services. The Services are not targeted to any persons with respect to whom providing or using such Services may be contrary to domestic legislation.
- 5.2. You may not disguise or attempt to disguise your location through IP proxying or other methods.
- 5.3. You confirm and warrant that you pay all applicable taxes for any transactions completed on the Platform in accordance with applicable law. You agree and accept that we are not required to advise you in relation to the taxation of your transactions.
- 5.4. You may use the Services only on your behalf and for your benefit. All Virtual Assets and fiat currency transferred into or stored in your Virtual Asset Wallet or account must belong to you.
- 5.5. You undertake to ensure that all Virtual Assets and fiat currency transferred into or stored in your Virtual Asset Wallet or account are free of pledges, encumbrances, or other third-party rights. Without our prior written consent, you may not pledge or otherwise encumber or grant third-party rights to your funds in the Virtual Asset Wallet or account. You agree that we are under no obligation to provide such consent.
- 5.6. You are responsible for maintaining all information submitted to us up to date, and you must notify us of any changes in your personal data and your intended use of the Services.
- 5.7. You authorize us to rely on and act upon any instruction from you or given through your account or from your email address. All instructions provided via your account or your email address will be treated as having been provided by you, and you bear the responsibility arising from these instructions.
- 5.8. You retain full responsibility for your use of the Services, and you are fully responsible for any mistakes, errors, or defects which may have been made by you in the course of accessing and using the Services.



- 5.9. You are responsible for always keeping your credentials secret and safe, and you must make every reasonable effort not to allow third parties to access the Services with your credentials. If a third party accesses the Services with your credentials in the circumstances beyond our reasonable control, you are solely liable for any potential losses or damages. You also agree that the loss of your credentials may, in some circumstances, result in total or partial loss of your Virtual Assets.
- 5.10. You are responsible for ensuring that you enter or provide us with the correct transaction details, as transactions, especially on the blockchain, may be irreversible. You agree and accept that you are fully responsible for any mistakes, errors, or defects which may arise during any transaction made by you that leads to a partial or complete loss of your Virtual Assets and/or fiat currency.
- 5.11. You bear sole responsibility for any risks associated with each counterparty that you have chosen to transact with, including in the case of interacting with dAPPs.
- 5.12. You may not interfere with or attempt to interfere with the normal operations, trading order, and/or activities of the Platform and introduce a software virus or other disruptive program or do any act which would cause the Platform to become unavailable for use by others.
- 5.13. You must refrain from any actions that may cause monetary or reputational damage to us and our Co-Brand Partners and Third-Party Service Providers. You shall indemnify us and each of our directors, officers, employees, Co-Brand Partners, Third-Party Service Providers, and other third parties against any losses or damages which may be suffered or incurred by us and/or any of them directly or indirectly in connection with or as a result of any Services performed or action taken under the Agreement unless caused by the gross negligence, willful default or fraud of the person claiming the indemnity under this clause 5.13. We may deduct our claims against you from your Virtual Asset and/or fiat currency balance.
- 5.14. If and when you use Third-Party Services, you must use them in strict compliance with the Third-Party Terms.

## **6. OUR OBLIGATIONS AND LIABILITY**

- 6.1. Subject to the conditions and limitations arising from these Terms, we will provide you with Virtual Asset Services, make available Third-Party Services, and comply with our obligations under the Terms and applicable law to the level of skill and care as would reasonably be expected of a professional provider of such services.
- 6.2. We exercise reasonable care and endeavor to protect the Platform and ensure its secure and stable operation. However, we do not warrant that the Platform and the Services will be continuous, uninterrupted, timely, or free from errors, viruses, or other malware. We may perform scheduled and non-scheduled maintenance of our systems and update and improve them without giving notice to you. During maintenance, the Services may be temporarily unavailable. We assume no liability for any damage that may result from downtimes or transmission of malware via the Platform. We also assume no liability for technical and security issues in using the Platform and Services handled or caused by the Co-Brand Partner through whom you access the service or by Third-Party Service Providers.
- 6.3. We will only be liable to you for direct damage caused by our direct breach of these Terms. We assume no liability for any loss of profits (including any anticipated trading profits), loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect, or consequential loss costs, damages, charges or expenses however arising under the Agreement.
- 6.4. To the maximum extent permitted by applicable law, in no event shall our aggregate liability, whether in contract, warranty, tort (including negligence), product liability, or another legal

basis, arising out of or relating to the use of, or inability to use, the Services or to these Terms exceed (1) the average daily amount of your assets under our management (i.e., Virtual Assets or fiat currency you have stored and hold on the Platform) during the 12 months immediately preceding the date of any claim giving rise to such liability; or (2) the amount equaling to the total monthly outbound transactions limit set out in the Restrictions and Limitations, whichever is lower.

- 6.5. Subject to applicable law, we shall not be liable for any losses or damages suffered or incurred by you in connection with:
- 6.5.1. the default or insolvency or the acts or omissions of any counterparty, Co-Brand Partner, Third-Party Service Provider, or another person with or through whom transactions by you or on your behalf are conducted;
  - 6.5.2. any Service performed or action taken in connection with the Terms and/or the applicable law unless caused by our gross negligence, willful default, or fraud;
  - 6.5.3. us acting upon any instruction, notice, request, consent, or confirmation received by us and reasonably believed by us to be genuine and given by you;
  - 6.5.4. defects in the title of, or the validity of genuineness of, any Virtual Assets or fiat currency received by us or delivered by us or for any Virtual Assets or fiat currency not being freely transferable or deliverable without encumbrance in any relevant market;
  - 6.5.5. changes in the markets relating to Virtual Assets, including changes in the pricing, value, or regulation of Virtual Assets;
  - 6.5.6. delays in the completion of any transactions related to Virtual Assets or the failure to deliver or transfer any Virtual Assets or fiat currency where such occurrence is for reasons beyond our reasonable control;
  - 6.5.7. the crystallization of any risk arising from any typical risks associated with Virtual Assets and the Services referred to in the 'Risk Notice' section of these Terms.
  - 6.5.8. any decision we take not to accept delivery or the transfer of any Virtual Assets or fiat currency where we believe that the acceptance thereof would or may expose us to any liability or where we consider that acceptance or transfer of Virtual Assets or fiat currency may involve a breach of or result in non-compliance with the law or our Mandatory Policies;
  - 6.5.9. any decision taken by you in relation to your use of the Services;
  - 6.5.10. any fraudulent activity (other than our own fraud), computer misuse, computer hacking, theft, or other dishonest appropriation of any Virtual Assets or fiat currency;
  - 6.5.11. any failure of or malfunction or defect in any hardware, software, or firmware used in connection with the arrangement for the security or holding of Virtual Assets, including any caused by viruses or other malware or from release updates;
  - 6.5.12. the services or the failure of the services provided by networks underpinning or supporting Virtual Assets and underlying software related to Virtual Assets, including any failure or default in the functionality, security, availability, verification, confirmation, or completion of transactions submitted to such networks;
  - 6.5.13. our inability to cancel or reverse a transaction;
  - 6.5.14. the occurrence of hard forks, forked networks, migration of any Virtual Asset from one protocol, etc.,
  - 6.5.15. as a consequence of any delay, partial or non-performance of our obligations under the Terms caused by reasons beyond our reasonable control or an event of force majeure, including fires, strikes, floods, power outages or failures, acts of God or the state's enemies, pandemics or epidemics, acts of any government, a breakdown or failure of any electronic communications or computer-based system or network, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of applicable law notwithstanding that you may have notified us of the same.



- 6.6. We do not provide asset management, investment, or any other advice or recommendations on any individual transaction or group of transactions or the overall composition of your Virtual Assets portfolio. We are not required to ensure that any particular transaction, or group of transactions, is suitable for you.
- 6.7. To the maximum extent permitted by any applicable law, we make no warranties of any kind, whether express or implied, in relation to the Services on the Platform, including but not limited to implied warranties of satisfactory quality, functionality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, title, condition or completeness, merchantability, or any implied warranty arising from a course of dealing or usage or trade.
- 6.8. Nothing in this Agreement excludes our liability for:
- 6.8.1. fraud or fraudulent misrepresentation;
  - 6.8.2. deliberate misconduct or gross negligence;
  - 6.8.3. death or personal injury caused by our negligence.
- 6.9. Nothing in this Agreement shall limit your guaranteed rights as a consumer under mandatory provisions of applicable consumer protection legislation.

## **7. TRANSACTING**

- 7.1. To use the Platform and Services, you must have deposited sufficient funds using the payment methods supported by us as per our arrangements with the relevant Co-Brand Partner. We pay no interest in respect of funds in your account.
- 7.2. Before transferring Virtual Assets to your account, you must ensure that the Virtual Assets in question are supported by us (see clause 2.2 of these Terms). You may not use your account to store unsupported Virtual Assets, as doing so may result in the loss of your assets. We assume no liability for any attempted use or storage of unsupported Virtual Assets.
- 7.3. If you use a Virtual IBAN for euro deposits and withdrawals, we only accept the following:
- 7.3.1. fiat deposits to your Virtual IBAN from a payment account in your own name (SEPA);
  - 7.3.2. fiat withdrawals from your Virtual IBAN to a payment account in your own name (SEPA).
- 7.4. We will reject and not process deposits or withdrawals not meeting the requirements in clause 7.3.
- 7.5. The applicable transaction limits are set out in the Restrictions and Limitations, which you acknowledge and agree to. You acknowledge and agree that we may amend these transaction limits at our sole discretion at any time. In addition to these transaction limits, we reserve the right to reject and not process a transaction or transactions if we have grounds to believe that processing the transaction(s) may result in non-compliance with applicable regulatory requirements. We are not required to provide reasoning if we decide not to process your transaction.
- 7.6. You may not use the Services or Third-Party Services to conduct, support, or otherwise facilitate criminal, illegal, or other activity that would breach statutory law or third-party rights. You must not transact with sanctioned persons or otherwise contrary to sanctions imposed by the European Union, United Nations, US Treasury Department's Office of Foreign Control Assets (OFAC), and HM Treasury Office of Financial Sanctions Implementation (OFSI). You acknowledge and agree that failure to comply with the above may result in the immediate suspension of the Services, Third-Party Services, and your account, or termination of the Agreement, and/or, where mandated by applicable law or regulatory guidelines, freezing of your funds.

- 7.7. The base currency for the provision of Services is the euro (EUR), meaning that all transactions and settlements are accounted for in their EUR value. A transaction or settlement made with an involvement of another fiat currency or Virtual Asset shall be executed at the exchange rates we provide you with through the Platform.
- 7.8. We do not assume any risk from any changes in fiat currency and/or Virtual Assets exchange rates. In the case of a canceled or reverse transaction, we will therefore credit your account with fiat currency and/or Virtual Assets of our choice corresponding to the euro value of the transaction at the exchange rate at the time of executing the transaction that was later canceled or reversed.

## **8. TRANSACTIONS WITH A PAYMENT CARD**

- 8.1. The Payment Card is issued, and the respective payment services are provided by a Third-Party Service Provider according to the applicable Third-Party Terms, which you must agree to before using the respective Third-Party Services.
- 8.2. You acknowledge and agree that using the Payment Card for payments and withdrawals is not possible within the countries, territories, regions, or jurisdictions listed in the Restrictions and Limitations.
- 8.3. If you initiate a transaction with a Payment Card issued to you by the Third-Party Service Provider, your transaction will be completed on the condition that your account balance on the Platform is sufficient to cover the amount of the Payment Card transaction and fees, if applicable. You acknowledge that at the time of such transaction, the transaction is funded from our funds. Therefore, by authorizing your Payment Card transaction, you simultaneously authorize us to perform a set-off and debit the Virtual Asset balance of your account amounting to the value of the Payment Card transaction in euro (EUR) as per the applicable exchange rate, and we shall not be required to submit you a separate set-off notice.
- 8.4. By authorizing your Payment Card transaction, you also authorize us to exchange your fiat balance against Virtual Assets to the extent your Virtual Asset balance is not sufficient to cover the entire amount of the Payment Card transaction and fees, if applicable, and debit the Virtual Assets credited to your account as a result of the exchange in accordance with clause 8.3 above.
- 8.5. You agree and accept that your Payment Card transaction will be declined if your account balance on the Platform is insufficient to cover the amount of the Payment Card transaction and fees, if applicable.

## **9. FEES**

- 9.1. Except as otherwise provided in these Terms, we don't charge you any fees.
- 9.2. We may charge you a Virtual Asset withdrawal/transfer transaction fee. The amount of the fee will depend on the network fees paid by us for processing the withdrawal transaction.
- 9.3. We may also charge you a fee if we reject a Virtual Asset deposit into your Wallet and return the funds to the address from which the Virtual Assets were sent to your Wallet. The amount of the fee will depend on the network fees paid by us for processing the withdrawal transaction.
- 9.4. The Co-Brand Partner through whom you access the Platform, Services, and Third-Party Services, may charge you fees for making the Services and Third-Party Services available through the Co-Brand Partner's application in accordance with the Co-Brand Partner Terms. You authorize us to debit all Co-Brand Partner's fees from your account in the amounts and frequency (as applicable) as the respective Co-Brand Partner has notified us. If you believe that the Co-Brand Partner's fees and charges debited from your account differ from the fee

conditions in the Co-Brand Partner Terms, you need to file a direct claim/complaint with the Co-Brand Partner; and you agree that we shall not be held liable for any such claims relating to the collection of Co-Brand Partner fees.

## **10. INTELLECTUAL PROPERTY**

- 10.1. Intellectual property rights provided in connection with the Services, including, without limitation, our logo and all designs, text, graphics, pictures, information, data, software, and other files and the selection and arrangement thereof are the intellectual property of Striga and/or licensed to Striga (hereinafter: **Striga's IP**).
- 10.2. Your use of the Services shall not be deemed as us transferring any intellectual property to you. You may use Striga's IP only to the extent reasonably necessary to use the Services. It is prohibited to resell any of Striga's IP, distribute it or display it publicly; modify or otherwise make any derivative uses of Striga's IP; or use Striga's IP for any other purpose than explicitly allowed under these Terms. You may not illegally use or dispose of the intellectual property rights of Striga or any other person during your use of the Services.
- 10.3. We own all rights contained in the name of Striga (including but not limited to business goodwill and trademarks, and logos). You may not use, copy, or imitate, in whole or in part, Striga's trading name, brand, logo, Service names, and slogans without our prior written consent. All other trademarks, registered trademarks, product names, and company names or logos mentioned through our Services are the property of their respective owners.

## **11. DATA PROCESSING**

- 11.1. To provide Services and make Third-Party Services available to you, we will process your personal data as laid down in these Terms and our Privacy Policy.
- 11.2. We are committed to protecting your personal data and agree to process such data in accordance with applicable laws and regulations. We implement appropriate technical, organizational, and legal measures to protect your data.
- 11.3. While we process the data collected from you internally within our organization, we may also transfer your data to the relevant Co-Brand Partner, Third-Party Service Providers, and other relevant third parties to the extent it is necessary to provide the Services and make Third-Party Services available to you, as well as to meet our contractual and regulatory obligations. Such third parties will process your data in accordance with their policies. Upon transferring your personal data to third parties, we undertake to implement appropriate safeguards to protect your personal data as prescribed in applicable law.
- 11.4. You agree to the processing of your personal data as set out in these Terms and the Privacy Policy, as amended from time to time.

## **12. CUSTOMER SERVICE, COMPLAINTS, AND CLAIMS**

- 12.1. If you require support about the Services or Third-Party Services or wish to file a complaint, you will need to contact the Co-Brand Partner through whom you access the Platform, Services, and Third-Party Services. The Co-Brand Partner shall provide you with the necessary customer support or process your complaint under its policies as notified and amended from time to time by the Co-Brand Partner. You agree that in case of a support request or a complaint handled by the Co-Brand Partner, we may address the request or complaint instead of the Co-Brand Partner if we deem this appropriate in a particular case.
- 12.2. If you wish to file a complaint in relation to the Payment Card or challenge a transaction made with a Payment Card, you will need to contact us, and we will forward your complaint or claim to the respective Third-Party Service Provider issuing the card. We may collect the information

required to process your complaint or dispute through the Co-Brand Partner. The Third-Party Service Provider will process your complaint or claim in accordance with its policies as notified and amended from time to time. If you do not challenge a transaction made with the Payment Card, we may process your complaint or claim instead of the Third-Party Service Provider.

- 12.3. We shall not assume any liability for the actions of the Co-Brand Partner and the Third-Party Service Provider in relation to processing your complaint(s) or for the outcome of such proceedings.
- 12.4. Where we process your complaint or claim, we generally respond to your complaint and provide a potential solution within 15 business days after receiving the complaint. However, you agree and accept that we may extend the deadline for responding to your claim to not exceeding 35 business days.

### **13. TERMINATION OF THE AGREEMENT**

- 13.1. You may terminate the Agreement at any time by contacting us via email. Upon receiving the relevant notification, we will close your account within a reasonable time.
- 13.2. We may unilaterally terminate the Agreement with immediate effect and without liability to you in the following cases:
  - 13.2.1. you materially breach any provision of this Agreement;
  - 13.2.2. the Co-Brand Partner has terminated the agreement between you and the Co-Brand Partner, and/or the Co-Brand Partner has instructed us to terminate the Agreement with you;
  - 13.2.3. our cooperation with the Co-Brand Partner terminates;
  - 13.2.4. in other cases provided in this Agreement or applicable law.
- 13.3. At any time and for any reason at our sole discretion, we may terminate the Agreement, close your account and reject all pending transactions without notice and without any liability to you. In such an event, we may give you an advance notice of account closure and guide you through the process of withdrawing your funds, which may be deposited with us at the time. We will have no liability or obligation for taking such action.
- 13.4. After your account is closed, we may further process your personal data and other data related to your use of the Services if such further processing is allowed or required under applicable law.
- 13.5. In certain cases provided for in the law, upon the termination of the Agreement, we will transfer your funds only to a bank account registered or having its place of business in a contracting state of the European Economic Area.

### **14. MISCELLANEOUS**

- 14.1. **Modification of the Terms.** We reserve the right to modify and restate these Terms from time to time in our sole discretion, and such modification(s) will be effective immediately upon being published on the Striga Website. You undertake to monitor any possible changes in these Terms on the Striga Website regularly, and your continued use of the Services after such modifications will be deemed to be your conclusive acceptance of all changes to the Agreement.
- 14.2. **Assignment.** You shall not, without our prior written consent, assign, transfer, charge, sub-contract, delegate, declare a trust over, or deal in any other manner with all or any of your rights or obligations under or in connection with these Terms and the Services. We may at any time assign, transfer, charge, sub-contract, delegate, declare a trust over, or deal in any other

manner with all or any of its rights or obligations under or in connection with these Terms and the Services.

- 14.3. **Severance.** The invalidity or unenforceability of any provision of the Terms will not affect the validity or enforceability of any other provision of these Terms, all of which will remain in full force and effect. In case of an invalid or unenforceable provision in the Agreement, you and we shall negotiate in good faith to agree on a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.4. **Notices.** You agree that we send all notices and other communication with respect to your use of the Services to your email address provided upon onboarding.
- 14.5. **Third-Party rights.** The Terms do not give rise to any rights to anyone who is not a party to the Terms.
- 14.6. **Governing law.** These Terms are governed by the law of the Republic of Estonia, except for the conflict of laws rule.
- 14.7. **Jurisdiction.** Without prejudice to clause 12, you and we shall attempt to settle all the disputes arising under or in connection with these Terms and the Services by way of negotiations. If negotiations fail, then any dispute, disagreement, or request arising from the Agreement and concerning the Agreement, including its infringement, termination, or invalidity, shall be settled in Harju County Court (*Harju Maakohus*) in Tallinn, Estonia, as the court of the first instance.

If you require more information about the Services and/or Third-Party Services, please get in touch with the Co-Brand Partner through whom you access the Platform, Services, and Third-Party Services. The relevant Co-Brand Partner's contact details are provided to you as per your arrangements with the particular Co-Brand Partner.