

# Terms & Conditions

Last update: 25 June 2025

Please read these Terms of Use and the Risk Disclosure Statement carefully. By accessing or using any service made available by us (the "Company Services"), you agree to be legally bound by these Terms of Use (including the Risk Disclosure Statement), the Privacy Policy and all terms incorporated by reference in the foregoing.

These Terms of Use are entered into between SaintPay S.R.L. ("Company", d.b.a. "OSL Pay") and you. By accessing, downloading, using or clicking on "I agree", "I accept", "Start" or any similar agreement, acceptance or commencement acknowledgment to accept any Company Services provided by the Company, you agree that you have read, understood and accepted all of the terms and conditions stipulated in these Terms the Privacy Policy and such other terms and conditions, user agreements, etc. that may be presented to you during your use of the Company Services

In addition, when using some features of the Services, you may be subject to specific additional requests for information by third-party service providers with whom we have partnered to provide you the Services (such third-party, a "Company Partner"). Additional requests for information include (but shall not be limited to), information pertaining to, the identification and authentication of your identity, validating your source(s) of income and/or wealth, confirming your ownership of your phone number or payment instruments, or verifying your information against third party databases or through other sources ("Information Requests"). In addition to the foregoing, you may be subject to additional rules (e.g. transaction limits) depending on the specific service you have elected to utilise ("Additional Rules"). In this regard, by utilising the Services, you hereby agree to cooperate with all Information Requests and Additional Rules. Further, you acknowledge that not all Services are provided by the Company and accordingly, the Company shall not be liable for any losses, damage or otherwise, from your use of such Services, or such other losses, damages or otherwise, which may result from the actions and/or inactions of our Company Partners.

By accessing, using or attempting to use the Services in any capacity, you acknowledge that you accept and agree to be bound by these Terms of Use. If you do not agree, do not utilize the Services in any way.

These Terms of Use and any terms expressly incorporated herein ("Terms") apply to your use of the website operated and maintained by OSL Pay ("Company", "we", or

“us”), and the Services as described in these Terms. The pronouns “you” or “your” used in the Terms and Conditions must be understood as you, the customer of OSL Pay.

## 1. Key Definitions

Capitalized terms not otherwise defined in these Terms will have the following meaning:

“The Company”, “OSL Pay”, “us”, “we” means SaintPay S.R.L, legal entity's reg. no. 12902640865, a company registered under the laws of the Republic of Italy.

“External Account” means any bank account or similar accounts that are not issued or maintained by the Company (and to the extent applicable, Company Partners) from which you may transfer or receive Funds, as approved by The Company or Company Partners for the purpose of utilising the Services, and shall where the context applies, include any debit card or credit card issued under such account, or where such account is utilised by you as settlement for any credit card.

“Funds” means Fiat Currency.

“Fiat Currency” means any national currency.

“OSL Pay Account” means a user account opened by the Company, through which users may access the Services but does not include any External Account, bank account or such other supplementary accounts that a user may require for the successful utilisation of the Services.

“Digital Tokens” means any encrypted digital tokens or cryptocurrencies which are based on blockchain/cryptography technology, their derivatives or such other digital assets.

“Digital Token Account” means any Digital Token address or account hosted by third parties and owned or operated by you, which shall be approved by us for the purposes of the Services

## 2. Access to Company Services

### 2.1. Registration

All users must have a registered and approved OSL Pay Account prior to using the Services. Prior to a OSL Pay Account being registered, you must accept these Terms, the Privacy Policy, and other Company website rules.

## 2.2. Your information

In order to receive the Services, you must provide any information requested by the Company. In this regard, you agree to:

- a) provide accurate and truthful information;
- b) maintain and promptly update your information; and
- c) take responsibility for all activities that occur through your use of the Services and accept all risks of such usage to the maximum extent permitted by law.

## 2.3. Eligibility

2.3.1. By utilising the Services, you represent and warrant that:

- a) as an individual, you are at least 18 or are of legal age to form a binding contract under applicable laws;
- b) as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations to enter into these Terms;
- c) you have not been previously suspended or removed from using the Services;
- d) you do not have a pre-existing OSL Pay Account;
- e) if you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, you represent and warrant that you have all the necessary rights and authorizations to bind such legal entity;
- f) your use of the Services will not violate any and all laws and regulations applicable to you, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing; and
- g) you are eligible to use the services in accordance to these Terms.

2.3.2. The Company may refuse, in its discretion, to register a OSL Pay Account for and/or provide the Services to you.

## 2.4. Identity Verification

2.4.1. You will need to provide required personal information and to the extent applicable, such other information per our Information Requests, for identity verification. Such information will be used by the Company to verify your identity. In order to ensure

that the Company satisfies applicable anti-money laundering and prevention of terrorism legislation, provided information will be used by the Company to identify traces of money laundering, terrorist financing, fraud and other financial crimes through the Company, or for other lawful purposes stated by the Company.

2.4.2. The information we require to verify your identity may include, but is not limited to, your name, email address, contact information, phone number, username, government-issued ID, date of birth, and other information collected during account registration.

2.4.3. We will collect, use and share such information in accordance with our Privacy Policy.

2.4.4. In addition to providing information specified in Sections 2.4.2. and 2.5., you agree to allow us to keep a record of that information during the period for which your account is active and within eight (8) years after your account is closed. You also authorize us to conduct necessary investigations directly or through a third party to verify your identity or protect you and/or us from financial crimes, such as fraud. You also acknowledge and agree that your personal information may be disclosed to credit bureaus and agencies for fraud prevention or financial crime prevention, which may respond to our investigations in full.

2.4.5. After registration, you must ensure that the information is true, complete, and timely updated when changed. If there are any grounds for believing that any of the information you provided is incorrect, false, outdated or incomplete, the Company reserves the right to send you a notice to demand correction, directly delete the relevant information, and, as the case may be, suspend or terminate all or part of the Services.

2.4.6. You agree and undertake to provide information specified in Sections 2.4.2. and 2.5 non only to The Company, but also (where applicable) to Company Partners.

## 2.5. Information and documents collected

To ensure that Company satisfies applicable anti-money laundering and prevention of terrorism legislation, you at any time could be asked to provide the following. Please note that the list is not exhaustive and we can request in our sole and absolute discretion, any of the following additional documents:

a) information on the transaction where the initiator is a natural person- name(s); the unique transaction code; the identification codes of the payment account or of the deposited virtual currency or token wallets; the identity document and its number; the personal identification number, the date of birth or any other unique sequence of characters assigned to the person to identify him/her and the nationality; the address of the place of residence;

b) information on the transaction where the initiator is a legal person - name; a unique transaction code; the identification codes of the payment account or of the virtual currency or token wallets deposited; the code, or, if no such code has been assigned, the registration statement; the address of the registered office;

c) information on the natural person who is the payee of the transaction - the name(s) of the payee, the surname(s), the personal identification number, the date of birth or any other unique sequence of characters assigned to the person to identify him/her and the nationality; the identification codes of the payee's payment account or the wallets of the deposited virtual currencies or tokens; and

d) information on the legal person who is the payee of the transaction: name, code (if any); the identification codes of the payee's payment account or virtual currency or token wallet.

## 2.6. Usage Requirements

2.6.1. The OSL Pay Account can only be used by the registered User. The Company reserves the right to suspend, freeze or cancel the use of OSL Pay Accounts by persons other than the registered User. If you suspect or become aware of any unauthorized use of your OSL Pay Account, you should notify the Company immediately.

2.6.2. The Company assumes no liability for any loss or damage arising from the use of a OSL Pay Account by you or any third party with or without your authorization.

2.6.3. You agree to treat your access credentials (such as username and password) which are linked to the OSL Pay Account as confidential information, and not to disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your OSL Pay Account and personal information.

2.6.4. You will be solely responsible for keeping safe of your OSL Pay Account and the password linked to the same, and be responsible for all the transactions under your OSL Pay Account. The Company assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account credentials, including but not limited to information disclosure, information release, consent or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.

2.6.5. You hereby agree that:

a) you will notify the Company immediately if you are aware of any unauthorized use of your OSL Pay Account and password or any other violation of security rules;

b) you will strictly abide by all mechanisms or procedures of Company regarding security, authentication, trading, charging, and withdrawal; and

c) you will take appropriate steps to logout from your OSL Pay Account at the end of each visit.

2.6.6. Further, pursuant to the AML/CFT Policy, The Company may, in its discretion, carry out continuous monitoring of all OSL Pay Accounts (and where applicable, Digital Token Accounts held with Company Partner Platforms, in conjunction with Company Partners). If any unusually large or unusual patterns of orders or any inexplicable or suspicious circumstances are observed, The Company may, in its discretion, place an administrative hold on or freeze your OSL Pay Account. The Company may also instruct Company Partners or such other service providers with whom you have a Digital Token Account or External Account, to hold or freeze such account, until such time The Company is satisfied that you have not committed any breach. You agree that The Company will have no liability or responsibility for any permanent or temporary inability to access or use any Company Services, OSL Pay Account, External Account and/or Digital Token Account (as applicable).

## 2.7. Prohibition of Use

The Company may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain jurisdictions ("Restricted Jurisdictions"). The list of Restricted Jurisdictions is contained in Annex 1 (Restricted Jurisdictions) which may be updated by the Company from time to time.

2.7.1. By accessing and using Services, you represent and warrant:

a) that you have not been included in any trade embargoes or economic sanctions list (such as the United Nations Security Council sanctions list, European Union sanctions list), the list of specially designated nationals maintained by OFAC, or the denied persons or entity list of the US department of commerce, etc.;

b) that you are not located in, under the control of, or a national or resident of any Restricted Jurisdiction, or any country to which the United States has embargoed goods or services;

c) that you are not identified as a "Specially Designated National" in USA;

d) that are not placed on the US Commerce Department's Denied Persons List;

e) that you are not a citizen or resident of a sanctioned country according to the up-to-date lists of the US Office of Foreign Assets Control (OFAC), the United Nations, the European Union, and any EU Member State, the UK Treasury; and

f) that you meet all eligibility requirements for the Services at the time of using any Services.

2.7.2. Additionally, by agreeing to these Terms you certify that you are familiar with digital tokens or cryptographic tokens and trading in them and the risks attached to them and their trading, including but not limited to the risks highlighted in the Risk Disclosure Statement (Annex 2), and have sought relevant professional and legal advice pertaining to the same.

### 3. OSL Pay Account

3.1. Number of OSL Pay Accounts. Unless otherwise approved by the Company, you shall only be entitled to register and operate one OSL Pay Account under your name (per your national ID, passport or such other document). The Company reserves the right to close and cancel any additional OSL Pay Account(s) should we find that you have registered more than one OSL Pay Account. In such case, you agree that the Company shall not be liable for any loss or damage incurred by you as a result of the Company's decision to close any of the aforementioned additional OSL Pay Account(s).

3.2. OSL Pay Account information and security. In order to utilise Services, you must have a OSL Pay Account and provide any requested information for us to provide the Services (information may include, amongst others, details of your Digital Token Account, External Account etc.). For the purpose of your OSL Pay Account, you agree to:

- (a) create a strong password that you do not use for any other website or online service;
- (b) provide accurate, complete and truthful information;
- (c) maintain and promptly update the Company of any change of your information;
- (d) maintain the security of your OSL Pay Account by protecting your password and restricting access to your OSL Pay Account and such other accounts that may be linked to the OSL Pay Account;
- (e) promptly notify us if you discover or otherwise suspect any security breaches related to your OSL Pay Account; and
- (f) take responsibility for all activities that occur under your OSL Pay Account and accept all risks of any authorized or unauthorized access to your OSL Pay Account, to the maximum extent permitted by law.

3.3. You are solely responsible for doing all things and taking all actions necessary to monitor and secure your OSL Pay Account (and to the extent applicable, all such accounts linked to the OSL Pay Account, including External Accounts and Digital Token Accounts).

## 4. Company Services

4.1. The Company provides you with a simple and convenient way to purchase Digital Tokens using fiat currency (viz. credit card, debit card, bank transfer), which shall be credited to the respective platforms operated by our Company Partners (each such platform, a “Company Partner Platform”).

4.2. The Company may also assist you in sourcing liquidity from our Company Partners or purchase from you, Digital Tokens (held on a Company Partner Platform) which you wish to sell, in exchange for fiat currency.

4.3. Recurring Buy Feature: OSL Pay may offer a feature that enables you to schedule recurring purchases of Virtual Assets (the “Recurring Buy Feature”). By enabling this feature, you authorise OSL Pay to initiate purchases on your behalf at the frequency and amount you specify, using a stored payment method you have provided.

(a) Consent and Authorisation: By enabling the Recurring Buy Feature, you consent to OSL Pay storing your payment credentials and initiating recurring Virtual Asset purchases in accordance with your selected schedule. You may manage or cancel this authorisation at any time through your OSL Pay Account.

(b) Payment Processing: Recurring Buy transactions are processed through third-party payment service providers. The availability of the feature may depend on the policies and systems of such providers.

(c) OSL Pay’s Discretion: OSL Pay reserves the right to refuse, cancel, suspend, reverse or terminate any Recurring Buy transaction at its sole discretion, including after funds have been debited from your payment method. OSL Pay will not be liable for any loss, delay or failure arising from the exercise of such discretion.

(d) Failed Transactions: If a scheduled transaction fails due to insufficient funds, an expired or invalid payment method, declined authorisation, or system error, the transaction will not be completed. You are solely responsible for ensuring that your payment method remains valid and funded.



(e) Modifications and Cancellations: You may modify or cancel scheduled recurring purchases at any time through your OSL Pay Account. However, changes may not apply to transactions that are already being processed.

(f) Execution Price: Each recurring transaction will be executed at the market price available at the time of processing. OSL Pay does not guarantee any specific price or execution time. You acknowledge the volatility of virtual assets and agree that OSL Pay will not facilitate any refund, cancellation, or reversal due to reasons such as market price fluctuation at the specified execution time.

## 5. General Obligations

### 5.1. Application of Section 5.

Section 5 applies to all purchases and/or sale of Digital Tokens per the Company Services viz. our Company Partner Platforms and/or your Digital Token Accounts.

### 5.2. Conditions and Restrictions.

We may, at any time and in our sole discretion, make additional Information Requests, refuse any order submitted via your OSL Pay Account viz. our Services, impose Additional Rules (such as limits on the purchase amount permitted via the Services) or impose any other conditions or restrictions upon your use of the Services without prior notice, or if we are instructed to impose the same via our Company Partners. Further, we may restrict Services for certain locations. In relation to the sale of Digital Tokens viz. Company Partner Platforms and/or Digital Token Accounts, we will take instructions from such Company Partners or Digital Token Account operators as to any limitations that may be imposed on your Digital Token Account.

### 5.3. Accuracy of Information.

You must provide any information required when prompted by the Company or Company Partners. We reserve the right to take instructions from our Company Partners or External Account service providers and impose necessary account controls or limitations should we be informed that you have not provided accurate information to us, our Company Partners or such other third party service providers. You represent and warrant that any information you provide for the utilisation of the Services is accurate and complete.

#### 5.4. Cancellations.

5.4.1. You may only cancel an order initiated via the Services if such cancellation occurs before the Company executes the transaction (or for the purposes of the sale of Digital Tokens, before the Company receives instruction of an order from our Company Partners that you wish to sell to us, the specific number of Digital Tokens, and the fulfilment of such other conditions our Partner Platforms may require for the completion of a sale of Digital Tokens). Once your order has been executed, you may not change, withdraw or cancel your authorization for the Company to complete such transaction. If an order has been partially filled, you may cancel the unfilled remainder.

5.4.2. We may cancel your order in the following circumstances: (i) you have, in our view, engaged in market manipulation or abuse (as described in Section 12.1 below); (ii) your order under the circumstances involves an obvious error with respect to price, quantity or other parameters; (iii) your order would result in self-execution as described in Section 7.2 below; (iv) if required by any applicable law or regulation; (v) if required for technical reasons, such as system maintenance and/or upgrade; and/or (vi) we receive instructions from our Company Partners or External Account service providers as to any of the foregoing.

5.4.3. Subject to Section 7.7 below, all orders are irreversible once initiated. While we may, at our sole discretion, reverse a transaction in the case of Manifest Error or if required by any applicable law or regulation or under certain extraordinary conditions, a customer does not have a right to a reversal of an order.

#### 5.5. Insufficient Funds.

If you have an insufficient amount of Funds in your External Account for us to complete an order via the Services, we may cancel the entire order or may fulfill a partial order using the amount of Funds made available to us, less any fees owed to the Company in connection with our execution of the order. The aforementioned shall apply to a sale of Digital Tokens where we are instructed by our Company Partners that you do not possess sufficient Digital Tokens in your Digital Token Account (as described in Section 9 below).

#### 5.6. Taxes.

It is your responsibility to determine what, if any, taxes apply to the transactions you complete via the Company Services, and it is your responsibility to report and remit the

correct tax to the appropriate tax authority. You agree that The Company and Company Partners are not responsible for determining whether taxes apply to your transactions or for collecting, reporting, withholding or remitting any taxes arising from any transaction.

#### 5.7. Compliance with all applicable laws and regulations.

You represent, warrant and undertake that you have and shall at all times comply with all applicable laws and regulations in all jurisdictions relevant to any Service provided or made available by us or Company Partners (in the course of the Services) to you.

## 6. Account Balance(s)

### 6.1. Payment for orders

6.1.1. In order to place or match an order via the Services (as described in Section 7), you must first transfer Funds in accordance with the payment details provided to you when an order is submitted via bank transfer, debit card or credit card.

6.1.2. You may be required to verify that you control the External Account which you elect to use to purchase Digital Tokens. You may be charged fees by our Company Partners when you transfer Funds for the purchase of Digital Tokens. The Company is not responsible for any additional fees levied by Company Partners or External Account service providers or for the management and security of any personal or payment details which you have provided to us to the maximum extent permissible by applicable laws.

### 6.2. Sale of Digital Tokens from a Digital Token Account.

Provided that the balance of your Digital Tokens in your Digital Token Account is greater than any minimum balance requirements needed to satisfy all of your open orders and any fees payable to The Company (and where applicable, Company Partners) and subject to your compliance with all identity verification and other screening procedures and your satisfaction of all requirements under The Company's AML/CFT Policy as provided in Section 2 above, The Company shall transfer any amount of Funds which you have received in lieu of the sale of Digital Tokens less any fees charged for such transfer, to your External Account.

### 6.3 Transfer Authorization

When you request that we transfer Funds for the purchase of Digital Tokens viz. our Company Partners, such request shall be deemed authorisation of the Company to execute such transaction via the Company Services.

#### 6.4. Rejected Transactions.

In some cases, our Company Partners may reject your request for the sale and/or purchase of Digital Tokens. You agree that you will not hold the Company liable for any loss resulting from such rejected transactions.

#### 6.5. Ownership of Digital Tokens.

You hereby represent and warrant that any Digital Tokens held by you, or otherwise used by you in connection with the Company Services are owned by you legally and beneficially, have not been derived from any illicit activities and that all orders and transactions initiated are for your own account and not on behalf of any other person or entity.

#### 6.6 Ownership of Funds.

You hereby represent and warrant that your External Account and all Funds used to purchase Digital Tokens are owned by you legally and beneficially, and have not been derived from any illicit activities.

## 7. Orders

### 7.1. Application of this Section 7

Section 7 applies when we receive an order from you or our Company Partners in relation to the utilisation of our Services.

### 7.2. Purchase Order.

You may top-up your OSL Pay Account with fiat ("Fiat Top-Up") by instructing a bank transfer in any of the supported fiat currencies indicated on our Partner Platforms, provided you have an active account with a credit or financial institution, such credit or financial institution is not located in a Restricted Jurisdiction, and such credit or financial

institution is supported by us or our Company Partners (each such credit or financial institution, a “Permitted Institution”). Upon initiating a request for a Fiat Top-Up, you will receive a payment instruction from our Company Partners in relation to such Fiat Top-Up.

Our Fiat Top-Up service is facilitated by our Company Partners who are licensed in their respective jurisdictions to process payments and custody funds in accounts held in banks with whom they partner. By electing to utilise the Fiat-Top Up service, you hereby agree to authorise the Company and to the extent applicable, Company Partners to handle and process your Fiat Top-Up instructions and hold the corresponding Funds in segregated accounts maintained by our Company Partners per their applicable laws and regulations.

For the purposes of the Fiat Top-Up, you may be issued a virtual IBAN assigned to your OSL Pay Account to facilitate said service. For the avoidance of doubt, the aforementioned virtual IBAN is not a customary bank account and therefore, cannot be used in such manner (other than to facilitate the Fiat Top-Up).

We do not accept or support any Fiat Top-Up instructions made by any third parties. In this regard, you shall only be permitted to make a Fiat Top-Up if you are the registered beneficial owner your External Account held with a Permitted Institution, Digital Token Account or such other account held with our Partner Platforms through which you are executing an instruction for a Fiat Top-Up and OSL Pay Account. Any instructions for a Fiat Top-Up shall be deemed an erroneous instruction and will be subject to relevant fees, including such fees that we and/or our Company Partners may incur when refunding your Funds.

Upon confirmation by our Company Partners that your Fiat Top-Up instruction has been successfully effected, the balance of your OSL Pay will be reflected on the respective Partner Platforms from whom we have received your instructions.

For the avoidance of doubt, all Funds received pursuant to a Fiat Top-Up shall only be utilised for the purposes of a Purchase Order or Fiat Withdrawal.

All Fiat Top-Ups, once effected, are not reversible or refundable unless we determine, at our discretion to do so. Further, we may, at our absolute discretion, reverse, cancel void or refuse to process any Fiat Top-Up instructions.

Subject to applicable laws and without prejudicing our rights to claim further damages from you, you shall immediately indemnify us for any loss and damage and expenses arising from any mistaken, erroneous or fraudulent Fiat Top-up instructions (which may include but are not limited to, depositing to a wrong recipient bank account, transactions made from or to an External Account that is not Permitted Institution or transfers that contravene any Additional Rules) (collectively, “Erroneous Top-Up Instructions”) given by

you or sent from your OSL Pay Account/account held on respective Partner Platforms from which a Top-Up instruction is sent,

The erroneous or fraudulent nature of your instruction shall be determined by us based on information available to us. If we are required to return any Funds to its origin due to any Erroneous Top-up Instructions; (a) we are entitled to charge an administration fee; (b) any fees incurred from such return shall be borne by you entirely; (c) you shall reimburse us such fees immediately upon our request; and (d) Funds will only be remitted to the bank account from which such funds were originally received.

### 7.3. Fiat Withdrawal

You may withdraw Funds from your OSL Pay Account to an External Account held at a Permitted Institution (insofar as such External Account is the same account as which you had successfully made a Fiat Top-Up {the "Originating Account"}) unless otherwise approved by the Company (such service, the "Fiat Withdrawal"). Our Fiat Withdrawal service is facilitated by our Company Partners who are licensed in their respective jurisdictions to process payments and custody funds in accounts held in banks with whom they partner. By electing to utilise the Fiat Withdrawal service, you hereby agree to authorise the Company and to the extent applicable, Company Partners to handle and process your Fiat Withdrawal instructions. You shall only be permitted to make a Fiat Withdrawal if you are the registered beneficial owner your Originating Account, Digital Token Account or such other account held with our Partner Platforms through which you are executing an instruction for a Fiat Withdrawal and OSL Pay Account. We may require to provide additional information in the event that the External Account which you wish to receive your Funds differs from the Originating Account.

Fiat Withdrawals are not reversible or refundable, unless we determine, at our discretion to do so. In addition, we may, at our discretion, reverse, cancel, void or refuse to process any Fiat Withdrawals. Subject to applicable laws and without prejudicing our rights to claim further damages from you, you shall immediately indemnify us for any loss and damage and expenses arising from any mistaken, erroneous or fraudulent Fiat Withdrawal instructions (which may include but are not limited to, depositing to a wrong recipient bank account, transactions pertinent to unauthorised or fraudulent transfers, transfers made to a closed or blocked bank account regardless whether such account is the Originating Account, any transactions that contravene Additional Rules) (collectively "Erroneous Withdrawal Instructions"). The erroneous or fraudulent nature of your instruction shall be determined by us based on reasonable evidences. You further agree that if any Fiat Withdrawal is required to be reversed due to any Erroneous Withdrawal Instructions: (a) we are entitled to charge an administration fee; and (b) any other fees incurred from such reversal shall be borne by you entirely.

#### 7.4. Purchase Order

A Purchase Order is created when you provide an instruction to Company Partners (through the Partner Platforms) to buy a specified quantity of a type of Digital Token at a price quoted on Partner Platforms. To place an order, you must have a sufficient amount of the relevant Funds in your External Account, OSL Pay Account or such other account acceptable to us and/or our Company Partners to cover the total value of the order plus any applicable fees (as described in Section 9 below).

When you submit a Purchase Order, and it is initiated, you will be deemed to have authorized the Company to execute such order on a spot basis and charge you any applicable fees (as described in Section 9 below).

For the avoidance of doubt, any Purchase Order that has been filled may not be cancelled by you. Regardless, we reserve the right to cancel any Purchase Order at our sole and absolute discretion and without providing any reason to you thereof. Once a Purchase Order has been successfully complete, and we have received the relevant Funds, we will transfer the relevant Digital Tokens into the Digital Token Account designated in your Purchase Order. In the event that any transfer of Funds from your External Account fails for any reason whatsoever, we reserve the right to instruct our Company Partners to initiate the return of the Digital Tokens and/or invoice you/your External Account for any fees that we may incur due to the aforesaid.

#### 7.5. Sale Orders

A Sale Order is created when you provide an instruction to Company Partners via your Digital Token Account or on Company Partner Platforms for the sale of your Digital Tokens held therein. Any Sale Order shall be subject to the terms and conditions set out on Company Partner Platforms or such other platforms on which you have a Digital Token Account. To place a Sale Order, you must have a sufficient amount of the relevant Digital Tokens (plus gas fees) in your Digital Token Account. Once a Sale Order has been initiated, we will provide you with a quotation of the price which we will purchase your Digital Tokens (and the corresponding time frame within which you shall accept such quotation). We shall not be obliged to provide you with a similar or such other favourable quotation once the aforementioned acceptance period has lapsed. Upon your acceptance of our sale quotation, you shall transfer the Digital Tokens from your Digital Token Account to the designated digital wallet (as indicated in our confirmation of the sale Order). All Sale Orders, once confirmed by you, are binding and may not be cancelled by you. Notwithstanding the foregoing, we reserve the right to cancel any Sale Order due to any prevailing market situation or factors at the point of the Sale Order that may affect such Sale Order. These factors include without limitation, any blockchain network event or such other event that may result in extreme volatility and/or network congestion in relation to the underlying Digital Tokens that you wish to sell pursuant to a

Sale Order. We shall only proceed to fulfil a Sale Order if we receive instructions from our Company Partners that you possess sufficient Digital Tokens viz. your Digital Token Account or on Company Partner Platforms Once we have received confirmation of the aforesaid, we will process your Sale Order and transfer to your MultExchange Account, the corresponding amount of fiat currency once we have received the Digital Tokens (which are subject to a sale), in our Digital Token Account. For the avoidance of doubt, we are under no obligation to transfer to you, any fiat currencies, if we do not receive the corresponding Digital Tokens. You shall be solely liable for any failure of receipt of the Digital Tokens by us, and correspondingly, we shall not be liable for any loss of Digital Tokens or such other amounts incurred by you, due to a failed Sale Order.

## 7.6. Market rates.

7.6.1. You acknowledge and agree that the exchange rate information made available via our Services may differ from prevailing exchange rates made available via other sources outside of the Services (or as provided by our Company Partners). In this regard, the rates quoted to you may differ from time to time, depending on the volume of the Digital Tokens you wish to purchase or such other factors that our Company Partners may determine). For more information as to the available rates, you may contact us via the contact details listed on our website.

7.6.2. Further, you acknowledge that the Company is merely transmitting information to you from external sources and shall not be liable for any inaccuracy or defect of such information. In this regard, by electing to proceed with the Services, you represent and warrant that you have done your own due diligence as to the relevant market prices from sources outside of the Company and/or Company Partners.

## 7.7. Market Volatility

7.7.1. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any particular, or one or more Digital Tokens, the actual market rate at which an order is executed may be different from the prevailing rate indicated at the time of your order. You understand that we are not liable for any such price fluctuations.

7.7.2. In the event of a market disruption or Force Majeure event (as defined in Section 22), the Company may do one or more of the following: (a) suspend access to the Services; or (b) prevent you from completing any actions via the Services, including closing any open positions. Following any such event, when trading resumes, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.



## 7.8 Order Fulfilment

Subject to the terms and conditions in these Terms, we will use commercially reasonable efforts to fulfil all orders initiated.

## 7.9 Error Correction Attempts

7.9.1. A Manifest Error is an error or omission, which by fault of you or us or any user or third party or due to any disruptions, errors, distortions or delays, is materially and clearly incorrect when taking into account market conditions, rates and prices which prevailed at that time. It may include, but is not limited to, an incorrect price, date, time, Digital Token liquidity, fee, or any error or lack of clarity of any information or source.

7.9.2 If an order or transfer is based on a Manifest Error (regardless of whether you or we or any other user gains from the error) and/or executed and/or settled on the basis of Manifest Error, The Company may (but is not obliged to), at its option and sole discretion, act reasonably and in good faith to: (a) correct, reverse or cancel any order or transfer; (b) void an order as if it had never taken place; and/or (b) amend an order so that its terms are the same as the order which would have been executed if there had been no Manifest Error.

7.9.3. We will exercise the foregoing rights as soon as reasonably practicable after we become aware of the Manifest Error. To the extent practicable we will give you prior notice of any action we take under this clause but if this is not practicable, we will give you notice as soon as practicable afterwards. If you consider that an order or transfer is based on a Manifest Error, then you must notify us immediately. We will consider in good faith whether it is appropriate to take any action under this Section 7.7 taking into account all the information relating to the situation.

7.9.4. You hereby authorize the Company (and to the extent applicable, Company Partners) to attempt and/or perform any such correction, reversal, cancellation, voiding or amendment described in this section. The Company (and to the extent applicable, Company Partners) provides no guarantee or warranty that any such attempt will be successful and will have no responsibility or liability for the Manifest Error or the making or failure of any correction attempt, except if caused by the gross negligence, wilful default or fraud of the Company. There is a risk that you may be prejudiced by any action or omission of the Company (and to the extent applicable, Company Partners) in this regard, and you accept that you have no recourse whatsoever against The Company (and to the extent applicable, Company Partners).

## 7.10. Independent Relationship, No Advice.

7.10.1. You acknowledge and agree to the extent applicable that: (a) The Company is not holding monies and/or Funds as your trustee, and is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity, and (b) no communication or information provided to you by the Company shall be considered or construed as investment advice.

7.10.2. We shall not give advice to you on the merits of any Digital Token and shall deal with you on an execution-only basis. None of our employees or staff are authorised by us to give you investment advice. Accordingly, you should not regard any proposed purchases, suggested trading strategies or other written or oral communications from us as investment recommendations or advice or as expressing our view as to whether a particular Digital Token is suitable for you or meets your financial objectives. You must rely on your own judgement for any decision you make in relation to your OSL Pay Account and the sale/purchase of Digital Tokens. If you require investment or tax advice, please contact an independent investment or tax adviser. You acknowledge and agree that you have made your own independent analysis and decision when making a purchase order and such order has been made without reliance upon any views, representations (whether written or oral), advice, recommendation, information or other statement by us.

## 7.11 No Custody or Possession

7.11.1. The Company neither represents nor warrants that it provides or shall provide at any time, any custodial services for Digital Tokens or Funds, whether held in your Digital Token Account, External Account, Company Partner Platforms or any other accounts which you may utilise to hold your Digital Tokens and/or Funds, save for such Funds that may be held in your OSL Pay Account in accordance with our Services and these Terms.

7.11.2. The Company shall act only as a counterparty and where applicable, facilitator, for the sale and/or purchase of Digital Tokens in exchange for Funds and will not possess or hold your Digital Tokens or Funds on your behalf in relation to any Purchase Order and/or Sale Order.

7.11.3. Where Funds are deposited into your OSL Pay Account, such Funds are held by our Company Partners. You hereby acknowledge your understanding that your OSL Pay Account merely facilitates Purchase Orders and/or Sale Orders and is not inclusive of your Digital Token Account. The Digital Token Accounts are hosted/operated by Company Partners and third-party service providers, and not The Company. In this regard, you hereby acknowledge that The Company shall not be liable for any loss of Digital Tokens or Funds or that may be held in your Digital Token Accounts or on Company Partner Platforms.

7.11.4 The legal and beneficial title of any Funds and/or Digital Tokens that have been successfully transferred to us in lieu of a Purchase Order and/or Sale Order shall remain with us and/or our Affiliates (where applicable).

## 7.12 No Refunds

For the avoidance of doubt, all transactions conducted via the Services are final and non-refundable unless otherwise determined by the Company in its sole and absolute discretion, taking into consideration, all facts and evidence presented and upon consultation with Company Partners. Should you have any enquiries/issues or otherwise, in relation to any transactions conducted viz. the Services, kindly contact our customer support team at [contact@osl-pay.com](mailto:contact@osl-pay.com).

# 8. Custody of Digital Assets

8.1 OSL Pay may provide custody services for supported Digital Assets held on your behalf through the Platform ("Custodial Assets"). You agree that such services may involve OSL Pay acting as custodian, or appointing regulated third-party sub-custodians, in accordance with applicable laws and best practices.

8.2 Custodial Assets will be held in digital wallets controlled by OSL Pay or its sub-custodians. These may include:

- (a) Hot wallets (connected to the internet) for transaction processing;
- (b) Cold wallets (offline) for long-term secure storage;
- (c) Omnibus wallets containing assets of multiple users, with internal ledgering to maintain individual balances;
- (d) Segregated wallets dedicated to a specific client where required by law or agreed in writing.

8.3 You retain full legal and beneficial ownership of your Custodial Assets. Title to such assets does not pass to OSL Pay at any time. Custodial Assets shall not be lent, pledged, rehypothecated, or otherwise encumbered by OSL Pay or its agents, and will be held solely for your benefit.

8.4 OSL Pay shall implement reasonable security, governance, and operational standards, including:

- (a) Secure key management technologies (e.g., multi-signature or MPC protocols);
- (b) Restricted access and dual control for sensitive wallet operations;
- (c) Data encryption, penetration testing, and internal audit controls;
- (d) Compliance with applicable standards such as ISO 27001 and PCI DSS.

8.5 OSL Pay may engage reputable and regulated third-party custodians. OSL Pay shall remain responsible for oversight of such arrangements.

8.6 In the event of insolvency, Custodial Assets shall be treated as assets held on behalf of customers and excluded from the general estate of OSL Pay to the maximum extent permitted by law.

8.7 While OSL Pay may carry commercial crime insurance or other protective coverage, you acknowledge that:

- (a) OSL Pay does not guarantee full compensation in the event of theft, hack, or force majeure;
- (b) You remain responsible for assessing and accepting such risks;
- (c) Claims may be subject to exclusions, limitations, and insurer determinations.

8.8 OSL Pay may delay or suspend withdrawals or access to Custodial Assets in the event of:

- (a) Technical faults, blockchain network disruptions, or cyberattacks;
- (b) Regulatory inquiries, legal holds, or compliance reviews;
- (c) Reasonable belief that a transaction may be fraudulent, suspicious, or unlawful.

8.9 You are solely responsible for the accuracy of any withdrawal instructions or wallet addresses submitted through your OSL Pay Account. OSL Pay shall not be liable for losses resulting from incorrect, unauthorised, or delayed instructions.

8.10 OSL Pay may terminate or modify its custody services at any time, with reasonable notice where practicable. Upon termination, OSL Pay will take commercially reasonable steps to return your Custodial Assets to a designated wallet or otherwise facilitate offboarding.

## 9. Fees

9.1. Amount of Fees. You agree to pay The Company the fees that may be required to be paid and which shall be specified from time to time on our website or at the point an order is made. The Company may, in its discretion, update the fees at any time. Any updated fees will apply to orders that occur after the effective time of the updated fees. You authorize The Company to instruct our Company Partners or your External Account service provider to deduct any applicable fees that you owe under these Terms.

9.2. Third-Party Fees. In addition to the Fees, your External Account provider and/or our Company Partners may impose fees in connection with your use of your designated External Account, Digital Token Account, Company Partner Platforms or such other services they may provide which are ancillary to the Services. Any fees imposed by your External Account provider and/or Company Partners will not be subject to their respective terms and conditions. You are solely responsible for paying any fees imposed by our Company Partners or your External Account provider.

9.3. Payment of Fees. You authorize us to instruct Company Partners and/or External Account providers to charge or deduct any applicable Fees owed via the Services, from your External Account and/or Digital Token Account.

## 10. Electronic Notices

10.1. Consent to Electronic Delivery. You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that the Company provides in connection with your OSL Pay Account and/or use of the Services. You agree that the Company may provide these Communications to you by posting them via the Services, by emailing them to you at the email address you provide, or by publishing them on our website (in this regard, you

shall be liable for keeping yourself up to date on all developments and undertake to keep yourself up to date). You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact us through support to request additional electronic copies of Communications or, for a fee, paper copies of Communications (as described below).

10.2. Hardware and Software Requirements. In order to access and retain electronic Communications, you will need a computer with an Internet connection that has a current web browser with cookies enabled and 128-bit encryption. You will also need to have a valid email address on file with the Company and have sufficient storage space to save past Communications or an installed printer to print them.

10.3. Withdrawal of Consent. You may withdraw your consent to receive electronic Communications by contacting us. If you decline or withdraw consent to receive electronic Communications, the Company may suspend or terminate your use of the Services.

10.4. Requesting Paper Copies. If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 30 days after the date we provided the Communication to you by contacting us. In order for us to send paper copies to you, you must have a current street address on file with the Company. Please note that the Company operates exclusively online and it is very burdensome for us to produce paper copies of Communications. Therefore, if you request paper copies, you understand and agree that the Company may charge you a processing fee, in the amount described in the Fee Structure, for each page of Communication requested.

10.5. Updating Contact Information. It is your responsibility to keep your email address and personal details on file with the Company up to date so that the Company can communicate with you. You understand and agree that if the Company sends you an electronic Communication but you do not receive it because your personal details on file are incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, the Company will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add the Company to your email address book so that you will be able to receive the Communications we send to you. You can update your personal details at any time by logging into your OSL Pay Account or by contacting us. If your email address becomes

invalid such that electronic Communications sent to you by the Company are returned, the Company may deem your account to be inactive, and you may not be able to complete any transaction via our Services until we receive a valid, working email address from you. We shall not be liable for any failure of communication (for any reason).

## 11. Disputed Property

11.1. If the Company receives notice that any Digital Tokens held in your Digital Token Account or Funds held in your External Account are alleged to have been stolen or otherwise are not lawfully possessed by you, the Company may, but has no obligation to, place or instruct our Company Partners/your External Account provider to place an administrative hold on or freeze, the affected Digital Tokens in your Digital Token Account, the Funds received for the purposes of the Services in your OSL Pay Account, or where applicable, your External Account.

11.2. If The Company or Company Partners do place an administrative hold on or freeze some or all of your Digital Tokens or Funds, the Company or Company Partners (upon instruction of The Company) may continue such hold the same until such time as the dispute has been resolved and evidence of the resolution acceptable to has been provided in a form acceptable to the Company (and/or Company Partners, where applicable). The Company (and/or Company Partners, where applicable) will not involve itself in any such dispute or the resolution of the dispute.

11.3. You agree that the Company (and/or Company Partners, where applicable) will have no liability or responsibility for any losses, damages or prejudice arising from or in connection with such hold or freeze, or for your inability to withdraw Digital Tokens or receive a refund for your Funds, during the period of any such hold or freeze.

## 12. Acceptable Use

12.1. When accessing or using the Services, you agree that you will not violate any law or any contractual, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:

- a) Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services or bring disrepute to our Services in any manner;
- b) Use our Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; market manipulation or abuse (including but not limited to your taking actions, or acting in concert with another user to take actions, on or outside the Services, which are intended to deceive or mislead other users, or artificially control or manipulate the price or trading volume of a Digital Token); money-laundering; or terrorist activities; or other illegal activities;
- c) Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
- d) Use or attempt to use another user's account without authorization;
- e) Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access; Introduce to the Services any malware, virus, trojan worms, logic bombs, or other harmful material;
- f) Develop any third-party applications that interact with our Services without our prior written consent;
- g) Provide false, inaccurate, or misleading information; and
- h) Encourage or induce any third party to engage in any of the activities prohibited under this section.

## 13. Feedback

13.1. We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, and ideas or other information or materials regarding the Company or our Services that you provide, whether by email, posting through our Services or otherwise ("Feedback").

13.2. Any Feedback you submit is non-confidential and shall become the sole property of the Company. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or



compensation to you. You waive any rights you may have to the Feedback (including any copyrights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes.

13.3. You also acknowledge and agree that we have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in our website.

## 14. Copyrights and Other Intellectual Property Rights

14.1. Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on our website or provided in connection with the Services, including, without limitation, all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Materials") are the proprietary property of the Company, Company Partners or our licensors or suppliers and are protected by international copyright laws and other intellectual property rights laws.

14.2. We hereby grant you a limited, nonexclusive and non-sublicensable license to access and use the Materials for your personal use. Such license is subject to these Terms and does not permit (a) any resale of the Materials; (b) the distribution, public performance or public display of any Materials; (c) modifying or otherwise making any derivative uses of the Materials, or any portion thereof; or (d) any use of the Materials other than for their intended purposes. The license granted under this section will automatically terminate if we suspend or terminate your access to the Services.

## 15. Company Partners

15.1. Prior to or at the point of utilising the Services, you shall separately read and sign User Agreements, Terms and Conditions, Privacy Policies, etc. with our Company Partners (as applicable, in accordance to the Company Service which you require) and other specific rules as well as the business rules of such Company Partners and open

an account or Digital Token Accounts on such Company Partner Platforms (as applicable), following the completion of the registration and identity verification for your OSL Pay Account, if applicable.

15.2. By proceeding with our Services, you hereby represent and warrant that you have read all terms, rules and policies imposed by our Company Partners and agree to be bound by the same.

## 16. Suspension; Termination

16.1. In the event of any Force Majeure Event (as defined in Section 22.5), breach of these Terms or any laws or regulations, or any other event that would make provision of the Company Services commercially unreasonable for the Company, we may, in our discretion and without liability to you, with or without prior notice, suspend your access to all or a portion of our Services and/or as may be required by applicable laws, file a suspicious transaction report with the relevant authorities or otherwise report or inform the relevant authorities or take any other steps to protect our interests as we deems appropriate.

16.2 We may also terminate your access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate your OSL Pay Account and all related information and files in such account without liability to you, including, for instance, in the event that you breach any term of these Terms.

16.3. In the event of discontinuation of all Services or termination of your access to the Services or deletion or deactivation of your OSL Pay Account: (a) all amounts payable by you to the Company will immediately become due; (b) the Company may cancel any open orders or other transaction requests that are pending at the time of discontinuation or termination or deletion or deactivation of your OSL Pay Account; (c) the Company will, where possible, return any Funds which we have collected for the purposes of our Services which have yet to be transacted but not otherwise owed to The Company or Company Partners, either directly to your depositing bank account or to your designated wallet address in an equivalent amount of USDC at the sole discretion of the Company, unless prohibited by applicable laws or regulations or by order of law enforcement or governmental authority, or the Company believes you have committed fraud, negligence or other misconduct; and/or (d) the Company may take such other steps as the Company deems necessary or desirable to protect its own interests.

16.4. We are not and shall not be responsible or liable for any loss or damages incurred as a result of or arising from any actions taken under this section.

## 17. Discontinuance of Services

17.1. We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of our Company Services, which may include prohibiting use of the Services in or from certain jurisdictions.

17.2. Unless the Company notifies you or makes a public statement to the contrary, the Company does not support digital wallets or any platforms that are not provided by our Company Partners and shall have no responsibility or liability whatsoever for any losses or damages any order executed by you with said digital wallets and/or platforms.

## 18. Disclaimer of Warranties

18.1. Except as expressly provided to the contrary in a writing by us, our services are provided on an “As is” and “As available” basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to our services, including the information, content and materials contained therein, to the fullest extent permitted by applicable laws.

18.2. You acknowledge that information you store or transfer through our services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, protocol changes by third party providers, internet outages, force majeure event or other disasters including third party Distributed Denial of Service attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our Services.

18.3. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumer, so some or all of the disclaimers in this section may not apply to you.

## 19. Limitation of Liability

19.1. Except as otherwise required by law, in no event shall the Company (or Company Partners where applicable), our directors, officers, members, employees, agents or contractors be liable for any special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use our Services or the Materials, including without limitation any damages caused by or resulting from reliance by any user on any information obtained from the Company or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, communications failure, theft of, destruction of or unauthorized access to our records, programs or services.

19.2. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

19.3. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of the Company (or Company Partners where applicable) (including our directors, officers, members, employees and agents), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of, or inability to use the Services, exceed the fees paid by you to the Company during the 12 months immediately preceding the date of any claim giving rise to such liability.

19.4. We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any Digital Tokens that you may purchase. We are not responsible for ensuring that our Company Partners will complete an order or transaction or is authorised to do so. If you experience a problem with any Digital Tokens or Services purchased using the Services, or if you have a dispute with our Company Partner, you should resolve the dispute directly with our Company Partners.

## 20. Indemnity

You agree to defend, indemnify and hold harmless the Company (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) your use of, or conduct in connection with, our Services; (b) any Feedback you provide; (c) your violation of these Terms or any agreement incorporated by reference in these Terms; and/or (d) your violation of any rights of any other person or entity or of any laws and regulations including but not limited to anti-money laundering and countering the financing of terrorism laws and regulations. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

## 21. Applicable Law and Disputes Resolution

21.1 These Terms are drawn up in accordance with the legal acts of the Republic of Italy. The legal acts of Italy shall apply to these Terms.

21.2. It is your responsibility to abide by local laws in relation to the legal usage of Services in your local jurisdiction as well as other laws and regulations applicable to you.

21.3. You must also factor, to the extent of their local laws all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities.

21.4. All users of our Services acknowledge and declare that their Funds come from legitimate sources and do not originate from illegal activities. Users agree that the Company will require them to provide or otherwise collect the necessary information and materials as per relevant laws or government orders to verify the legality of the sources and use of their funds.

21.5. By accepting the Terms, you acknowledge that you are aware of sanctions schemes imposed by the Republic of Italy, European Union or other jurisdictions to the Russia Federation, the Republic of Belarus or to other countries. You agree to follow and not to violate mentioned sanctions schemes while using our Services.

21.6. Any disputes between you and the Company shall first be settled by negotiations. In the case of a complaint, please spell out the reason for your complaint, how you would want us to address the issue, and any other information you consider to be relevant. We will acknowledge receipt of your complaint if you contact us.

21.7. If you want to file a complaint by email, please send it to the email [contact@osl-pay.com](mailto:contact@osl-pay.com)

21.8. Any resolution proposal presented to you will only bind us if you approve it. A resolution proposal will not indicate an acknowledgment of wrongdoing or responsibility on our part regarding the subject of the complaint.

21.9. If the dispute cannot be settled by negotiations, the dispute may be settled in the competent court of the Republic of Italy.

21.10. We may withhold your funds/assets and/or freeze your account related to the dispute until the dispute is settled.

## 22. Risk Disclosure

Please refer to the Risk Disclosure Statement Annex 2 of the Terms below.

## 23. Miscellaneous

23.1. Entire Agreement; Order of Precedence.

These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with the Company for the Services. In the event of any conflict between these Terms and any other agreement you may have with the Company, the terms of that other agreement will prevail only if these Terms are specifically identified and declared to be overridden by such other agreement.

### 23.2. Third Party Rights

A person who is not a party to these Terms has no right to enforce any term of these Terms.

### 23.3. Amendment

We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion. If we make changes to these Terms, we will provide you with notice of such changes, such as by sending an email, providing notice on the homepage of our website and/or by posting the amended Terms via the applicable websites and mobile applications and updating the “Last Updated” date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting for any new users of the Services. In all other cases, the amended Terms will become effective for pre-existing users upon the earlier of either: (i) the date users click or press a button to accept such changes, or (ii) continued use of our Services 30 days after we provide notice of such changes. Any amended Terms will apply prospectively to use of the Services after such changes become effective in accordance with these Terms. If you do not agree to any amended Terms, you must discontinue using our Services and contact us to terminate your account.

### 23.4. Waiver

Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

### 23.5. Severability

The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

### 23.6. Force Majeure Events

Neither Party shall be liable for any economic loss, delay or failure to perform any part of these Terms if such loss, delay or failure is caused by (but not limited to): fire; flood; explosion; accident; war; strike; embargo; government request; pandemic; civil or military authority; civil disturbances; inaccessibility of the public Internet; hacking or distribution of DoS attacks; failure to guarantee materials or labour; termination of vital agreements by third parties; attacks on the security, integrity or operation of Digital Tokens, the Services, OSL Pay Accounts, Company Partner Platforms; Digital Token Accounts or equipment or software malfunction or any other cause beyond our reasonable control; actions of the other Party or any other cause beyond the control of the Party. If such circumstances of force majeure last for more than 3 months, either Party shall have a right to terminate these Terms immediately upon written notice thereof to the other Party. We do not accept any liability for non-compliance with our obligations under these Terms and Conditions arising from the emergency situation and / or quarantine announced by the Government.

### 23.7. Assignment

You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from The Company, including by operation of law or in connection with any change of control. The Company may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

### 23.8. Headings

Headings of sections are for convenience only and shall not be used to limit or construe such sections.

### 23.9. Governing language and translations

These Terms, the Privacy Policy, and other agreements or communications notified through the Services have been drafted in English. Although translations in other languages of any of the foregoing documents may be available, such translations may not be up to date or complete. Accordingly, you agree that in the event of any conflict between the English language version of the foregoing documents and any other translations thereof, the English language version of such documents shall govern and prevail.



## 23.10. Survival

All provisions of these Terms that, by their nature extend beyond the expiration or termination of these Terms, including, but not limited to, those about suspension or termination, OSL Pay Account discontinuation, debts owed to the Company, the general use of the Company website, disagreements with the Company, and general provisions, will remain binding and in effect following the expiration or termination of these Terms.

## 23.11. Privacy Policy

Please refer to our Privacy Policy for information about how we collect, use and disclose your personal data.

## ANNEX 1

### Restricted Jurisdictions

Afghanistan

Belarus

Burkina Faso

Cameroon

Central African Republic

Cuba

Democratic Republic of the Congo

Guatemala

Haiti

Iran

Iraq

Lebanon

Mali

Mozambique

Myanmar (formerly Burma)

North Korea

Palestine State

Russia

Sint Maarten

Somalia

South Sudan

Sudan

Syrian Arab Republic

Trinidad and Tobago

Ukrainian temporarily occupied territories (only Crimea Region, Donetsk, Kherson, Luhansk, Sevastopol, and Zaporizhzhia regions)

United States of America

US Virgin Islands

Vanuatu

Venezuela

Yemen

## **ANNEX 2**

### **RISK DISCLOSURE STATEMENT**

Users acknowledge and agree that no transaction through the Company Services is free from the following risks, and The Company cannot and does not have the obligation to be responsible for the following risks:

(1) macroeconomic risks: Users may suffer losses due to abnormal price fluctuations arising from changes in the macroeconomic situation;

(2) policy risks: changes in relevant laws, regulations, policies and rules may cause abnormal fluctuations in prices and other areas, as a result of which the Users may suffer losses;

(3) default risks: Users may suffer losses due to the inability or unwillingness of the project owner to carry out or continue carrying out their project;

(4) risks related to earnings: digital assets are not issued by any financial institution or platform, and the digital asset market is a brand new and unconfirmed market that may not generate actual increase in earnings;

(5) trading risks: digital assets are mainly used by speculators, and are used relatively less in retailing and commercial markets; the trading of digital assets involves an extremely high level of risk because trading of digital assets goes on uninterrupted throughout the day without any limits on the ups and downs, and therefore prices are subject to large fluctuations caused by traders and/or global government policies;

(6) risks caused by force majeure factors; and

(7) User's fault: any and all losses caused by the Users' fault, including loss caused by wrong decision-making, improper operation, forgetting or revealing passwords, deciphering of passwords by others, third-party intrusion into computer systems used by the Users, and malicious or improper operation by a third party entrusted by the Users to serve as their agent.

Digital asset transactions are extremely risky and are therefore not suitable investments for most people. The Users know and understand that part or all of their investment in digital asset trading may be lost, so the Users should determine the amount of their investment or transactions based on the extent of losses they can afford. In addition to the risks indicated hereunder, there will also be risks that cannot be predicted.

Therefore, the Users should carefully assess their financial situation and various risks before making any decision on investment in or transaction of digital assets. The Users shall bear any and all losses arising from their decision, and neither The Company nor its Company Partners shall bear any responsibility for User's investment decisions.

In view of the risks arising from digital asset investment or transaction, if a User has any doubts as to such investment or transactions, the User should seek the assistance of professional consultants prior to transaction or investment.

Neither The Company nor its Company Partners provide any guarantee or condition to any User and/or any transaction, whether express, implied or statutory. The Company cannot and does not attempt to control the information released to Users by project owners.

The Company does not undertake any form of certification and authentication services for such information.

The Company does not make any express or implied guarantee for its Users to use the Company Services, including but not limited to the applicability, absence of errors or omissions, continuity, accuracy, reliability and suitability for a particular purpose. Furthermore, The Company does not make any undertaking and guarantee in connection with the validity, accuracy, correctness, reliability, quality, stability, integrity and timeliness of the technologies and information involved in the services provided by the Company Partners.

Whether to use the Company Services (or Company Partner Platforms) is the personal decision of individual Users, who shall exclusively bear any and all risks and possible losses that may arise from such decision.

The Company does not make any express or implied guarantee in connection with the market, value and price of Digital Tokens. The Users know and understand the instability of the Digital Token market. The price and value of Digital Tokens may fluctuate significantly or collapse at any time. Engaging in any transaction pertaining to Digital Tokens is the sole and free choice and decision by individual Users, who shall exclusively bear the risks and possible losses that may arise.

This Terms and Risk Disclosure Statement do not reveal all the risks and market situations that the Users may be subject to when they engage in Company Services or any transactions on Company Partner Platforms.

Before making any decision, the Users should fully understand the relevant digital assets, adopt a cautious approach to decision-making based on their own transaction objectives, risk tolerance capacity and asset status, and assume all risks exclusively on their own.



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