

Fina Finance, UAB

Terms of Service

11.10.2022

DISCLAIMER

PLEASE READ THIS DISCLAIMER CAREFULLY BEFORE USING OUR SERVICES

This Disclaimer provides important information in relation to your interactions with the Services, the Exchange, the Wallet and your Account, provided to you by Fina Finance, UAB. Please read this Disclaimer carefully and use it for your reference and consideration.

Please note that Terms of Service stipulated in this document may apply differently in regards to different Services and transactions. Any terms applying to specific services and transactions not referred to in these Terms of Service must not overwrite or otherwise prevail over the provisions of these Terms and shall be applied in addition to them.

Before engaging with any actions related to the use of our Services and Products, please consider the risks of conducting transactions and dealings with Virtual Currencies. The Risk Statement disclosing the risks associated with the use of Virtual Currencies is available as an Annex to these Terms of Service.

Fina Finance, UAB is not a financial, tax, or legal advisor and shall not be perceived as such. Any information and statement mentioned in our legal documents, including these Terms of Service, as well as on our website, digital goods, applications and other forms of media containing such information should not be used as professional financial, tax or legal advice. Before engaging with our Services and Site, it is strongly recommended to consult the professional advisors in the relevant fields in order to be fully aware of the risks, benefits, and nature of the relationship with us.

We reserve the right to change these Terms of Service and other applicable terms in the future. Any alterations and amendments will be published on our website. Before entering in a contractual relationship with us or executing any further transactions, you should get acquainted with the latest version of these Terms of Service first.

If you have any questions or inquiries about this documents, please contact us via our website at <https://fina.cash> or by writing an e-mail at info@fina.cash.

These terms (hereinafter, the “Terms”) are intended for customers residing in the European Union (the “EU”) and the European Economic Area (the “EEA”).

These Terms apply as a contract between Fina Finance, UAB (also referred to in these Terms as “we”, “our” or “us”) and the Customer (also referred to as “you” or “your”).

Fina Finance, UAB is performing activities on the basis of the active and valid crypto-currency authorization, supervised by the Lithuanian Financial Crime Investigation Service (hereinafter, the “FCIS”), and is therefore authorized to provide the following services:

- Virtual Currency wallet service, including storage of the Virtual Currency funds and issuing of encrypted user keys;
- Virtual Currency to Fiat Currency exchange;
- Fiat Currency to Virtual Currency exchange;
- Virtual Currency to Virtual Currency exchange.

By creating an account, you confirm that you have reached the legal age in your country of residence and therefore are legally capable of entering into agreements and be bound by its terms. You further acknowledge and agree to be legally bound by terms and conditions laid down in these Terms in their entirety.

You understand and affirm that by logging into your account shall constitute your agreement with these Terms and other applicable agreements between you and Fina Finance, UAB. The same applies to any event in which the said Terms have been amended and you have logged into your account without expressing prior written notice of non-agreement to the new version of these Terms. You further acknowledge that we have a right to reaffirm your acceptance of these Terms from time to time, as we introduce amendments and that your acceptance shall be a prerequisite to further access and use of our Services. Please note that any transactions or orders placed with Fina Finance, UAB exchange after entering into force of the updated provisions of these Terms may be subject to the said amendments. If you disagree to these Terms, you should discontinue the use of our Services and close your account in accordance with the provisions of these Terms.

In order to use our Services, you must submit all the necessary information and documents in accordance with our Compliance Clearance procedure pursuant to the Law on Prevention of Money Laundering and Terrorist Financing of Republic of Lithuania. In addition, you must meet eligibility criteria to use our Services.

Before engaging with and using our Services, you must ensure you have read these Terms in full, including all the important legal terms, such as disclaimer of liability, disclaimer of warranties, indemnifications, rules applicable to dispute resolution and risk disclosure.

If you have any questions regarding the use of our Services, these Terms, or any other inquiry, submission of feedback or complaints, please contact us at: info@fina.cash / <https://fina.cash>.

1. ELIGIBILITY

Availability of our Services depend on a number of factors determining your eligibility to engage with the said Services. Fina Finance, UAB may refrain from providing the Services in certain locations and jurisdictions: the information about such locations and jurisdictions is available on our website at <https://fina.cash>.

In order to be deemed eligible to use and engage with our Services, you must warrant that:

- You have reached the legal age in your country of residence and therefore are legally capable of entering into agreements and be bound by its terms;
- You have never been suspended or otherwise restricted from using our Services;
- Entering into a binding agreement with us does not contradict or breach any other contractual terms by which you are legally bound;
- You are not located and/or residing in any of the restricted locations and jurisdictions, including those subject to the EU and Republic of Lithuania economic restriction measures (i.e., embargoes);
- You are not identified as an individual that is officially classified as a Specially Designated National and Blocked Person (the “SDN”), or is affiliated with companies, groups and entities classified as the SDN, or otherwise represent such natural or legal person;
- You are not subject to any international sanctions, including the EU and United Nations sanctions, or affiliated with companies, groups and entities subject to international sanctions, or otherwise represent such natural or legal person.

Eligibility of an individual intending to use the Services of behalf of a legal entity is determined by meeting the following requirements:

- Your organization is incorporated with all due diligence of the company formation and incorporation in the country of its legal location;
- Your organization conducts its activities in accordance with the applicable laws and regulations;
- You have been legally authorised to represent your organization and otherwise enter into legally binding agreements on its behalf;
- Your organization has not been associated with, affiliated with or otherwise identified as the SDN;
- Your organization is not subject to any international sanctions, including the EU and United Nations sanctions, or affiliated with companies, groups and entities subject to international sanctions, or otherwise represent such natural or legal persons;
- Your organization does not fall under the definition of Prohibited Businesses as stated in Annex 2 to these Terms and does not represent nor conducts its business activities in any of the fields laid down in Annex 2.

We reserve the right to evaluate your eligibility to access and use our Services at any moment by assessing your compliance with the eligibility criteria listed above. In the case of amendment, alteration, or extension of eligibility criteria, we may review your eligibility accordingly. Fina Finance, UAB may require you to provide proof of eligibility, if necessary. Any decision, including the initial and ongoing evaluations, reviews and assessments of your eligibility, shall be final.

2. OUR SERVICES

2.1. Virtual Currency Exchange

Virtual Currency Exchange (the “Exchange”) enables you to execute purchases and sales of Virtual Currencies at prices and rates indicated by the Exchange via the use of your Account.

You may opt to purchase Virtual Currency with Fiat Currency, and vice versa. Respectively, you may also opt to sell your Virtual Currency and receive Fiat Currency, and vice versa.

We may impose limitations on the availability of our Exchange services on certain hardware devices and software. By signing up for your Account, you understand that the Exchange may not be accessible via all electronic devices and software platforms. We enforce such limitations due to the different standards of hardware and software security imposed by different manufacturers and developers, some of which cannot guarantee the safety and transparency of security protocols.

2.2. Orders

2.2.1. Placing Orders

Our Exchange operates on a full reserve principle. All Orders are executed on a pre-paid basis, meaning that you must ensure the sufficient amount of funds in your Account to fulfil an Order. The amount of funds necessary to execute an Order is reserved until further fulfilment, cancellation, expiration or termination of your Order. The total amount of funds necessary for placing an Order shall cover the value of the Order and all the applicable fees. Any Order the required amount of which exceeds the amount of freely available funds in your Account cannot and will not be executed and shall be rejected.

By placing an Order, you confirm that we are not responsible for cancelling it in full or in part. You confirm that cancelling an Order may not be possible to cancel it after it has already been processed for fulfilment.

You should make sure that the following requirements are fulfilled **before** placing an Order:

- You have entered the desired amount of Virtual Assets to buy or sell and made sure that the desired amount is entered correctly;
- You have reviewed the purchase or sale rates of your Order;
- You have reviewed the fees applicable to your Order;
- You understand the net worth of Virtual or Fiat Assets to be received.

2.2.2. Order Fulfilment

Once an Order has been placed, there may be a possibility that it may not be fulfilled. The reasons affecting the fulfilment of your Orders include (but are not limited to):

- The activity status of the Exchange, including the events of downtime, planned and emergency system and software maintenance, seasonal and state holidays, etc.;

- The effect of your Order on the condition of the Market, i.e. whether or not your Order falls under the definition of Market Manipulation;
- The availability and sufficient amount of funds on your Account;
- Mechanical and electronic state of the hard- and software;
- Compliance requirements and other relevant factors.

We will notify you of any unsuccessful attempt to fulfil your Order, specifying the reasons leading to the failure to fulfil the Order and asking for your consent to re-submit and re-fulfil your Order given the current Exchange Rate.

Please note that in an event of inability to execute an Order due to the reasons that include, but are not limited to, the technical capabilities and failures, as well as other relevant conditions falling outside of the scope of our direct control, we shall not be liable for any failures and delays in executing your Orders.

In an event of inability to fulfil your Order due to compliance reasons, we reserve the right to delay the execution of such an Order until the compliance clearance has been completed. Any such Order will be subject to further review within a reasonable period. In case we are unable to clear an Order on the basis of the necessary compliance requirement due to the lack of sufficient information or other relevant reasons, we may require you to provide additional information about your identity and/or the nature of your transaction, as well as other important details relevant to compliance requirements.

We will not fulfil any Order failing to meet the relevant compliance requirements, given that the necessary information has not been provided and our Compliance Team has reasonable grounds not to fulfil such an Order on the basis of its non-compliance with the relevant requirements and legislation. Such Orders will **not** be fulfilled under any circumstances.

2.2.3. Order Confirmation

After the placement of an Order, we will send you a confirmation e-mail informing you of the successful placement. If your Order is subsequently fulfilled, you will receive a second confirmation e-mail, informing you of the fulfilment.

Order Confirmation e-mail contains such information, as the time and date of your Order, the Order amount, the fee paid, as well as our contact information in case you have further questions, inquires or complaints about the Order.

2.2.4. Conversion Fees

Conversion Fee is a fee paid over a purchase or a sale of a Virtual Currency as an additional value. We never conceal or otherwise hide our Conversion Fees from you: you will see the applicable fee next to the Order value prior to the Order placement, as well as after its placement in the Order Confirmation e-mail.

Conversion Fees are not fixed-rate and are subject to change. Before placing an Order, please ensure you have reviewed our current Conversion Fees on our website: <https://fina.cash>

2.2.5. Exchange Rates

Exchange Rate is a value assigned to a Virtual Currency against a Fiat Currency for its conversion (purchase or sale). The Exchange Rate differs in accordance with the given Virtual Currency and may be adjusted over time. Before placing an Order, please ensure you have reviewed our current Exchange Rates on our website: <https://fina.cash>

Please note that the purchase Exchange Rates may differ from the sale Exchange Rates. We cannot guarantee that the said Exchange Rates will stay the same and/or consistent over time. By placing an Order, you confirm that you are aware of the fluctuating nature of the Exchange Rates and that total price paid for an Order may differ at any time given the current applicable Exchange Rate.

2.3. Deposits, Transactions, and Withdrawals

2.3.1. Deposits

In order to place Orders and execute transactions, you should ensure your Account holds a sufficient amount of funds. You may deposit and execute Orders and transactions with Virtual and Fiat Currencies.

Please note that we shall not be liable for any error, failure, delay and/or reliability of the service providers you use to deposit your Account. Before sending funds to your Account, make sure you have reviewed and agreed to your external service provider's policies on transferring of funds as well as the relevant compliance legislation and regulations.

2.3.2. Fiat Currency Transactions

You may choose to purchase Virtual Currencies with Fiat Currency. You may do so by either depositing a desired amount of Fiat Currency into your Account or by linking the desired payment method associated with your source of fiat funds to the Account before an Order is placed.

If you opt to deposit Fiat Currency to your Account, we shall hold such fiat funds on your behalf in a bank account that is completely separate and independent from <company name> own bank accounts. If you opt to link a payment method to your Account, you may select a desired method from a list of options that will be displayed to you and confirm it. By confirming the linking of a payment method, you grant us authorisation to debit the necessary amounts of funds to place and fulfil your Orders and transactions.

You may also opt to sell your Virtual Currency for Fiat Currency. In this case, by placing such Order, you give us authorization to deduct the necessary amount of Virtual Currency funds to receive the desired amount of Fiat Currency. The Fiat Currency shall be delivered to the payment method of your choice.

2.3.2.1. Non-Primary Fiat Currency

Currently, our Exchange supports Fiat Currency transactions with primary Fiat Currencies listed on our website. If you opt to purchase Virtual Currencies with Fiat Currency other than that listed on our website as primary, you accept that in some cases it may be necessary for us to execute such Orders and transactions via third party Foreign Exchanges (the “FX”). In an event of such a transaction via an FX, you understand that the non-primary Fiat Currency of your choice should be first exchanged to a primary currency via one of the third-party FX providers based on the applicable market and exchange rates.

By placing an Order or a transaction with a non-primary Fiat Currency, you acknowledge that we may execute such Orders or transactions on your behalf with regard to the timing and price. You also acknowledge that we have a right to opt to execute the Exchange of a non-primary Fiat Currency to a primary one at our discretion as per the choice of the FX. In some cases, we may opt for our partner FX, meaning that in such cases our interests of executing the FX transaction faster rather than at a lower rate may prevail. Therefore, you consent to such a possibility and refrain from raising a complaint on the basis of the conflict of interests or any other event arising from our primary partnership relations and interests.

2.3.3. Virtual Currency Transactions

Any Virtual Currency funds that you hold in your Account is your property. Any funds you purchase are held by us on a custodial basis only for your benefit and on your behalf. By no means shall Fina Finance, UAB access and use any Virtual Currency funds held in your Account for the purposes of transferring the ownership, loaning the said funds to your and third parties, claiming interests over the said funds on our or third parties’ behalf, etc. The following shall be accounted for before depositing any Virtual Currency funds at our Exchange:

- As an owner of the deposited Virtual Currency funds, you acknowledge the risks associated with buying and selling Virtual Currencies (for more information, please see Annex 1 to these Terms). Fina Finance, UAB shall not be liable for any losses as well as fluctuations in rates and value of Virtual Currencies deposited into your Account;
- We shall not loan, transfer, sell, pledge or otherwise dispose of your Virtual Currency funds deposited at your Account at our sole discretion and by our sole decision-making. Except for the circumstances stipulated by law or by order of the competent authorities, such as law enforcement institution and courts, your Virtual

Currency funds will be transferred, processed and engaged with by us in accordance with your instructions only;

- Fina Finance, UAB undertakes a range of measures to ensure more secure storage of your Virtual Currency funds. Such measures may include, but are not limited to, storing your funds in shared blockchain addresses, all of which are controlled solely by us. In an event of applying such security measures to storing your Virtual Currency funds, we shall by no means transfer and store your funds unsegregated from Fina Finance, UAB's Virtual Currency funds. Additionally, we may opt to store your Virtual Currency funds deposited for use on our Exchange by using one or more of the appropriate storage methods, including "hot wallets", "cold wallets" and separate ledger entities.

By depositing Virtual Currency funds for use on our Exchange, you agree that we reserve the right to cancel, terminate, or otherwise refuse the processing of any Virtual Currency transaction in accordance with law or lawful order of any law enforcement authority or court. Any transaction deemed to be associated with acts of money laundering, financing terrorism, committing fraud or other financial crimes will never be processed by Fina Finance, UAB and appropriate action will be taken as prescribed by law, should such transaction be identified.

2.3.4. Withdrawals

2.3.4.1. Fiat Currency Withdrawals

It is permissible to withdraw Fiat Currency funds only to a bank account opened on your name. Withdrawals to any third party bank accounts, including bank accounts of authorized third parties, is prohibited. Any withdrawal must be authorized directly by you by using means of authentication.

2.3.4.2. Virtual Currency Withdrawals

Virtual Currency withdrawals shall be processed at the speed of applicable Virtual Currency network. Please note that any delay or interruption in regards to the speed, maintenance, and operational state of any Virtual Currency network lies outside of our control and we shall not be liable for any disruption or delay thereof.

2.3.4.3. Wire Withdrawals

Wire withdrawals are processed only to a bank account opened on your name and in accordance with normal banking hours. You understand that the withdrawal of funds may be affected by events such as bank and state holidays, weekends, the internal processes of your bank and financial institutions as well as other relevant factors.

2.4. The Wallet

2.4.1. General

Fina Finance, UAB Wallet (hereinafter, the “Wallet”), is a software tool that allows you to store your Virtual Currency funds. By creating a Wallet, it generates a set of encrypted keys, one public and one private, for your disposal. Encrypted keys may be used for receiving and sending Virtual Currency funds via the relevant network.

You agree and acknowledge that your use of our Wallet should be limited in regards to the certain Virtual Currencies supported by the Wallet. We shall not be liable for any attempt or event to store any unsupported Virtual Currency in your Wallet, deliberately or accidentally, and consequences arising from an act thereof. Before sending any Virtual Currency funds to the Wallet for storage, you should ensure that our Wallet currently supports this Virtual Currency. You may do so on our Site <https://fina.cash>

You further acknowledge that secure disposal and storage of your private and public keys is your sole responsibility. You must ensure availability of a backup of all your data in regards to the Wallet, including but not limited to Wallet credentials, passphrases, identifiers, public and private keys, and network addresses. We shall not be responsible nor liable for storing the said data and shall not be responsible for providing you the copy of the said data in an event of deliberate or accidental deletion, disposal, or loss of data in question. You further understand that failure to store a backup of data in question may result in an inability to access and/or use your Wallet and Virtual Currencies stored in it, including in an event of discontinuation or termination of certain Services.

2.4.2. Wallet Risk Disclaimer

Completion of any Virtual Currency transaction is performed by recording a transaction in a relevant Virtual Currency ledger, therefore confirming it in a relevant network. These networks are decentralized and peer-to-peer in nature and are maintained and controlled entirely by third parties not associated with Fina Finance, UAB. Therefore, we are not responsible for any confirmation of any transaction in regards to Virtual Currency networks you use, as we exercise no control over them. It is your sole responsibility to be aware of the relevant developments in regards to any Virtual Currency network and conduct research before placing a transaction associated with any given network.

You further acknowledge that your transactions may be delayed, or not be completed, in connection with the above-mentioned reasons. In addition, you acknowledge that for the same reasons, your transaction may not be reversed, cancelled, or modified once it has been placed with the relevant Virtual Currency network.

The above-mentioned disclaimer of risk and reasons thereof apply to the similar extent to any event of a fork or other network disruption. You understand that any such event, including forks, may lead to interruptions, delays and partial or incorrect completions of transactions as well as that the responsibility for any consequences thereof shall lie with third parties in direct control of the relevant Virtual Currency network.

2.4.3. Password Retrieval

Fina Finance, UAB shall not be liable for not be obliged to assist you in retrieving, storing or providing copies of any Wallet passwords, keys, network addresses or transaction history. You are solely responsible for secure storage of Wallet credentials, passwords, keys, passphrases, identifiers, and network addresses. You further acknowledge that failure to ensure secure storage of the above-mentioned data may result in an inability to access and use your Wallet as well as its retrieval by unauthorized third parties.

You must ensure that a password created for your Wallet is of sufficient complexity and length and consists of a variety of characters, including letters, numbers and special characters, to mitigate the possibility of a password breach. Additionally, you must review your storage and security measures regularly to ensure safe storage of your data, including passwords, backup phrases and identifiers. Any suspicious activity related to the use of your Wallet must be forwarded to us immediately.

3. YOUR ACCOUNT

3.1. Registering an Account

Registration of an Account is a prerequisite to using any of our Services. Upon the registration, you will be asked to provide your details, such as your name and e-mail address, as well as to submit a password and agree to these Terms of Service. By accepting these Terms, you acknowledge and confirm that you are acting on your behalf and opening an Account for yourself only. In an event of opening of an Account by a third party acting on your behalf, such as your representative, you acknowledge that we may require you to present the respective proof of authorisation granted to the said party to act on your behalf, such as a Power of Attorney or other proof of authorisation.

Please note that appointing a third party to act on your behalf and expressing explicit permission for them to perform actions including, but not limited to, registering an Account, does not waive any liability off you as a subject to these Terms. Any action performed by such a third party shall be considered authorized by you and therefore being performed in accordance with your direct and indirect instruction. By accepting these Terms, you acknowledge that you retain full responsibility for the instructions given to any third party authorized to act on your behalf and any act and omission arising from the said instructions thereof. You further confirm that we are not liable for any such act or omission. You may alter or recall authorisation granted to a third party by submitting a written notice to us via e-mail: info@fina.cash.

Only users (including both natural and legal persons) with a fully registered Account that passed our Compliance Clearance are deemed Fina Finance, UAB customers. One person may create and use only one Account. Any duplicate Accounts associated with your data already submitted to another Account will be suspended.

Compliance Clearance requires us to inquire and receive additional information from you. Please note that some of such inquired information may be considered personal data as per the European General Data Protection Regulation (the “GDPR”). Please read the next section carefully to understand the degree of information we demand to conduct the Compliance Clearance of our customers. To read more about how we treat your personal information and your rights associated with personal data you entrust us with, please read our Privacy Policy.

3.2. Compliance Clearance

Compliance Clearance is a procedure undertaken by our compliance team to ensure our customers' background and eligibility for opening an Account with us in accordance with the requirements and provision of the Lithuanian Law on Prevention of Money Laundering and Terrorist Financing Prevention (“AML/CTF Law”). Fina Finance, UAB ensures the Compliance Clearance procedures to be undertaken for all users registering an Account in accordance with due diligence measures prescribed by AML/CTF Law. To read more about our compliance with AML/CTF Law and measures imposed by us to prevent and combat money laundering, terrorism financing, fraud and other financial crimes, please read our AML Policy.

Before being granted access to your Account, including access to your use of our Services, respectively, you should complete the verification procedures necessary to ensure Compliance Clearance. Our Compliance Team will evaluate the information you submit in accordance with their instructions and inquiries to assess it on the basis of the applicable legal requirements and policies. To provide quality assessment of our perspective customers' background information and ensure decision-making in accordance with the legal requirements in force, we ensure that the said assessment is performed by the professionals who have obtained necessary training and qualifications to undertake the tasks associated with the assessment.

We may request you to provide such information, as you name, date of birth, residential address, telephone number, e-mail address, personal identification code, as well as other information about yourself and/or your business activities, including records of such activities, proof of source and origin of funds, overview of the business structure, estimated turnover, major suppliers and partners, etc. **Please note that some of the inquired information may fall under the definition of personal data under the GDPR, therefore we strongly recommend you to read our Privacy Policy to learn of your rights as data subject providing us with your personal information.**

By providing us with the information requested to verify your identity for the purposes of Compliance Clearance, you acknowledge and confirm that all the information submitted to us by you is true, accurate and complete, and you have not deliberately concealed or otherwise tampered with or altered information for the purposes of influencing the outcome of our assessment. You further agree that any information that was presented in a false, inaccurate or incomplete state is corrected by presenting additional documents and records correcting the said inadequacies. In an event of change of circumstances influencing the correctness and integrity of submitted information, you agree to notify us of such changes and present information that is up-to-date respectively.

We reserve the right to forward any information submitted to us to the competent authorities of on the basis of AML/CTF Law and other relevant legal requirements, should we have serious grounds to believe that the submitted information is associated with a case of fraud, money laundering, terrorism financing or other financial crime acts. We may further disclose such information to the competent authorities to receive their evaluation, should we be unable to conclude with full certainty the user's affiliation with any of the above-mentioned acts.

3.3. Enhanced Compliance Due Diligence

Enhanced Compliance Due Diligence is applied to those users, whose risk profile has been effectively determined as high (for more information about determining the risk profiles of our customers, please check out our AML Policy) and the information already provided by you not be sufficient to finalize Compliance Clearance. Therefore, we may require you to provide additional information about yourself and/or your business as well as organize meetings to further verify your identity and the nature of your business activities.

In addition, we apply Enhanced Compliance Due Diligence in case you decide to increase your transaction limits.

3.4. Transaction Limits

Transaction Limits are limitations imposed on the capacity of every customer upon finalizing the Compliance Clearance to execute transactions at a certain volume per day. Transaction Limits are determined by a variety of factors, including but not limited to your risk profile, the nature and field of your business activities, the verification steps completed, payment method of choice, and other factors. You may decide to change your transaction limits at any moment: to raise the limits, please submit a written notice to us at <https://fina.cash> or via e-mail at info@fina.cash.

Please note that in regards to the above-mentioned factors determining the Transaction Limits we may require you to complete Enhanced Compliance Due Diligence. In such an event, we may inquire the additional information from you, which you agree to provide in a timely and accurate manner in full amount requested by us. We will notify you of the decision to raise your limits thereof on the basis of the Enhanced Compliance Due Diligence. Please note that we reserve the right not to grant the request to raise the limits and that by submitting your information for Enhanced Compliance Due Diligence you agree that we may subsequently lower your Transaction Limits without any preliminary request or notice. A decision to raise or lower your Transaction Limits is made at our sole discretion only and only on the basis of the assessment derived from the Enhanced Compliance Due Diligence procedure.

3.5. Account Closure

You have a right to close your Account at any time. Upon closure, you will be provided with instructions on transferring your Fiat and Virtual Currency funds available on your Account to other accounts under your control.

Please note that closing an Account may bear additional costs, including fees, expenses and charges, for transferring your remaining Fiat or Virtual Currency funds out of the Account you are closing. You shall be solely responsible for handling the said costs and expenses. You further acknowledge that closing an Account on your own accord does not invalidate and/or annul the validity of any provisions of these Terms to which you were a subject prior to Account closure.

4. BREACH OF AGREEMENT

4.1. Prohibited Use

All Orders, Trades and Transactions must abide by the rules of *bona fide*, or genuine, transaction, as well as encouragement of competitiveness, fairness, and transparency of market and market participants' activities. The following section describes practices that are prohibited on Fina Finance, UAB and therefore are taken into account when assessing an event of a Breach of these Terms and determining applicable Sanctions and Remedies. The following acts and omissions are considered strictly prohibited on Fina Finance, UAB Exchange and in regards to all our Services:

- **Unlawful activity**, meaning any activity that violates any law, regulation, legal act, or other legal instrument adopted in the countries of Fina Finance, UAB operation, including but not limited to laws of Republic of Lithuania and the regulatory regime supervised and enforced by the Lithuanian regulatory bodies in the field of business conduct, such as Bank of Lithuania and the FCIS;
- **Gambling**, or using our Exchange and Services to conduct and participate in such activities, as lotteries, games of chance, bidding fee auctions, sports bidding, sweepstakes and other activities falling under the definition of gambling.
- **Fraud and other acts of fraudulent nature**: this includes any act or attempt to commit such an act thereof that would inevitably deceive or trick any user, customer, or Fina Finance, UAB in regards to any Transaction or Order;
- **Market Manipulation**, or any Order or Transaction placed for the purposes of disrupting a regular working operation of our Exchange and causing inadequate volatility of Virtual Currency prices against their fair market value. This includes committing an act of Market Manipulation as well as engaging other parties in deliberate placing any Order or Transaction for the purposes of Market Manipulation;
- **Fictitious Trades**, or placing Orders and Transactions the execution date of which are deliberately set in the far future, with an intent to correct or update such an Order or Transaction in regards to the correct exchange rate and settlement date, including wash trades;
- **Acts detrimental to Cybersecurity**, including introducing automated means of interface not authorised and developed by us, imposing unreasonably large amounts of data in an attempt to overload, interfere with, intercept, or cause malfunction and failure of our hard- and software and systems; attempts to gain access to a Customer's account without their authorization or knowledge; accessing and tampering with any Service that you are not authorized to access; infiltrating any malware or malicious code or software, such as

viruses, Trojan, worms, developing and distributing third-party applications engaging with of our object and/or source code and our Services, and other relevant acts falling under the subject matter of the Lithuanian Law on Cyber Security;

- **Simultaneous Buy and Sell Orders**, or placing two or more buy and sell Orders by yourself or by prearranged agreement with any third party in order to attain their execution against each other and subsequently causing disruptive and non-competitive effect on the market;
- **Intellectual Property Infringement**, including involvement in any use of transactions with the subjects of Fina Finance, UAB 's intellectual property, such as those subject to copyrights, trademark, trade secret, without prior consent and authorization by Fina Finance, UAB and in a manner that constitutes an infringement or violation of any intellectual property law or regulation of the country of Fina Finance, UAB operation, including but not limited to the Lithuanian Law on Copyright and Related Rights;
- **Transactions for the purposes of passing money between accounts**, as such Transactions shall be perceived as misleading or deceiving against the principle of bona fide, or genuine, transactions, and should not be executed;
- **Intimidation and Coordination**, including such activities as coordinating prices, Trades, or trade reports with any third party; inquiring any third party to alter a price; engaging in any manner with other third parties and/or market participants in an attempt and for the purposes of disrupt, coerce, intimidate, manipulate or otherwise tamper with another market participant's activities on the market.

The above-mentioned provisions shall apply to Fina Finance, UAB Services at all times without exception.

Fina Finance, UAB reserves the right to refrain from providing services and terminate any relation immediately and without further notice with businesses falling under the definition of a Prohibited Business as provided in Annex 2 to these Terms. Please read Annex 2 carefully before applying for an Account.

5.2. Account Suspension and Termination

Fina Finance, UAB may decide to suspend, restrict or terminate your Account and limit your access to our Services in any event that falls under any of the following reasons (the list of which is non-exhaustive):

- We believe that your acts may be damaging to or have resulted in consequences detrimental to our reputation;
- We are required to do so by a regulatory authority, court order, law enforcement order or the act of any other competent authority;
- We have reasonable grounds to suspect you in breaching these Terms or other applicable agreement;
- We have reasonable grounds to believe a transaction or an order to be erroneous;

- We suspect unauthorized and/or fraudulent access to your Account, or believe that your login credentials have been used to gain access to your Account without your consent and/or knowledge;
- We believe the security of your Account has been compromised;
- We have reasonable grounds to suspect money laundering, terrorist financing, fraud or other financial crime;
- Your Account is a subject to any ongoing/pending litigation, investigation and/or legal proceedings;
- Your Account is believed to be a subject to potential non-compliance and heightened risks in regards to the regulatory norms and requirements;
- You have performed activities with the use of your Account that fall under any of the Prohibited Use activities as stated in Section 4.1, or your Account has been engaged in any Prohibited Businesses subject to Annex 2 to these Terms.

In an event of Account suspension or termination, any Transaction or Order will be placed on hold, cancelled or reversed. In addition, we reserve the right to deactivate your account taking effect immediately for any of the above-mentioned reasons.

Fina Finance, UAB will issue the reasons specifying the reasons leading to a decision to suspend, restrict or terminate your Account and, where appropriate, instructions on how to effectively correct or amend erroneous information or submit missing information and documents. In an event of cancelling or withholding the execution of a Transaction or an Order, we will effectively lift these restrictions once the necessary deficiencies have been eliminated and your Account has been deemed no longer falling under any reasons for suspension or termination.

We reserve the right to suspend, restrict, or terminate your Account and restrict your access to and use of any of our Services without specifying reasons by giving you a one-month notice. You further acknowledge that non-disclosure of reasons for a suspension or termination decision may be based on internal confidential criteria that are classified as such for the purposes of maintaining security and ensuring compliance with the relevant legal requirements associated with risk mitigation and due diligence procedures. We refrain from disclosing such criteria to any unauthorized third party under any circumstances.

6. LIABILITY

All events of our indemnification, warranty, limitations of losses and limitations of liability are hereby excluded as per the applicable law to the fullest permitted extent, if not specified otherwise herein. Neither these Terms, nor other Fina Finance, UAB agreement shall by any means exclude or limit liability which may not be limited or excluded under relevant law.

6.1. Release

You acknowledge and agree that if you wish to raise a dispute with any Fina Finance, UAB user, neither we nor any of our partners, affiliates, service providers, officers, director, employees, representatives and other parties and persons affiliated with us shall be liable in any manner for claims, losses, actions, demands, costs, expenses and damages associated with and resulting from said disputes. Any dispute of such nature shall be settled with user or users whom it may concern notwithstanding any affiliation with our above-mentioned affiliates and us.

6.2. Indemnification

You agree to indemnify and hold harmless Fina Finance, UAB as well as nay of our partners, affiliates, service providers, officers, directors, employees, representatives and other parties and persons affiliated with us from any and all claims, losses, actions, demands, costs, expenses and damages resulting from the use of your Account by you or any other third party in regards to:

- use of our Site and Services;
- breaches and violations of these Terms and other Fina Finance, UAB agreements;
- cancellation or termination of any transactions resulting in a negative balance;
- feedback, comments or submissions provided by you;
- erroneous, false, incomplete, or misleading information provided to us for the purposes of identity verification and source of funds;
- violation of laws and regulations, or rights of any third party.

6.3. Disclaimer of Warranties

Fina Finance, UAB Services and Site are provided to you on a “as is” and “as available” basis, no promises, representations and warranties given in regards to the said basis, whether express, implied or statutory. We do not give any warranties of title, merchantability, data accuracy, system integration, quiet enjoyment, fitness for a particular purpose and/or non-infringement. We do not make any promises, representations and warranties that access to our Services and Site shall be continuous, uninterrupted, timely, or error-free.

We shall publish and make available any information, materials, views, opinions, projections or estimates for the informative purposes only, and the said purpose is subject to change without prior notice. Any decision, act, or omission thereof undertaken by you shall be made on the basis of your own assessment of relevance, timeliness, accuracy, adequacy, completeness, reliability and value of information, materials, views, opinions, projections or estimated provided to you on the Site and via our Services. Subsequently, we shall hold no liability over any damage or loss arising directly or indirectly as a result of your use of any information, materials, views, opinions, projections or estimates provided to you on the Site and via our Services.

None of our Services and information provided on our Site shall be perceived as investment, financial, regulatory, tax or legal advice and you should seek any of the said advice at your own discretion and independently from the professionals with relevant qualifications and/ or licenses. Any decision in regards to the use of our Site and Services made without the aid of the relevant advisor shall be your own responsibility.

Furthermore, we make no promises, representations and warranties in regards to the amount of time required to process transactions involving Virtual Currency wallets, bank accounts, credit and debit cards, and electronic money wallets as factors affecting the timeliness and processing of such transactions lie outside of the scope of our direct control. Therefore, even though we direct our best effort to ensure the timely execution of transactions, we do not guarantee nor warrant any periods related to the execution of transactions via the above-mentioned means.

You agree and acknowledge that any statement relied upon by you in regards to the above-mentioned notions is derived directly from the provisions of these Terms, unless explicitly specified otherwise.

6.4. Disclaimer of Liability

In no event and under no circumstances shall Fina Finance, UAB, its affiliates, service providers, officers, directors, employees, representatives and other parties and persons affiliated with is be liable in any form or manner, in contract, tort, negligence, strict liability, or otherwise for any punitive, special, indirect, consequential, incidental, or similar damages, even in an event of prior notification of such a possibility arising thereof, in connection with these Terms of Services or any other agreement, your use, including attempted use, of our Site, Services, information, materials, views, opinions, projections or estimates provided by us, except to the extent stipulated by law.

Moreover, in no event and under no circumstances shall Fina Finance, UAB, its affiliates, service providers, officers, directors, employees, representatives and other parties and persons affiliated with is be liable in any form or manner, in contract, tort, negligence, strict liability, or otherwise for any direct damages, even in an event of prior notification of such a possibility arising thereof, in connection with these Terms of Services or any other agreement, your use, including attempted use, of our Site, Services, information, materials, views, opinions, projections or estimates provided by us, except to the extent stipulated by law.

You fully acknowledge and agree that you may not recover for lost or unrealized profits, business opportunities, unintended and unforeseeable financial losses and other punitive, special, indirect, consequential or incidental damages.

In no event and under no circumstances shall we be obliged to award you any count of virtual currency as compensation for damages, nor shall we be required to offer it to you as a remedy.

Moreover, this limitation of liability concerns and applies to, in conjunction the above-mentioned statements herein, to damages, interruptions, and errors caused by computer viruses, malicious software, spyware, scamware, Trojan horses, worms, or any other malicious software or malware that may affect the operational state of your hard- and software and their security. Similarly, we shall not be liable for any phishing, spoofing, domain typosquatting, network forks, replay attacks, double-spend attacks, sybil attacks, 51% attacks, mining difficulties, failure or malfunction of any communication, electronic and mechanical equipment, telephone or other interconnection devices, changes in cryptography or consensus rules, branching of cybersecurity and hacking, and other relevant events, including force-majeure events. Additionally, we shall not be liable for any

damages to you arising from the amendments, introductions, entering into force, repealing or otherwise altering legislation, regulations, policies and laws in force at any given time or date.

This disclaimer of liability shall supersede, notwithstanding the validity and conflict of and between any other section, provision or statement of these Terms thereof.

7. PERSONAL DATA PROTECTION

We collect, use, and share your personal information in accordance with our obligations and legal requirements laid down by the European General Data Protection Regulation (the “GDPR”). To learn more about how we collect, use, store, share and transfer your data as well as your rights as a data subject, please visit our Privacy Policy, which shall be incorporated into these Terms and shall be perceived in connection with other provisions of these Terms.

8. SECURITY

8.1. Security Data

You agree and acknowledge that security of your login details and credentials, including but not limited to passwords, private and public keys, identifiers, passphrases, backup data and other relevant data, is your sole responsibility. You must ensure adequate, constant and safe maintenance and control over your security details at all times to prevent unauthorized access and use of your security data, its loss, modification, alteration, theft and breach. You shall implement reasonable means to ensure security of your data, which include but are not limited to the following methods:

- Creating passwords of sufficient complexity and character length and storing them in an encrypted, protected manner, such as password managers and external devices;
- Preventing misuse, theft and loss of your electronic devices, ensuring that any data related to your Account that is stored on any such device is backed up on external data storage devices and protected by encryption;
- Implementing means of two-factor authentication (the “2FA”) and/or biometric authentication;
- Preventing and avoiding any remote access to your devices when you are logged on to your Account;
- Reviewing and double-checking all transactions and actions required for their execution;
- Avoiding disclosure, visibility and transfer of any security data related to your Account, including passwords, keys, identifiers, payment methods, bank account and card details, and other relevant data;
- Checking Virtual Currency addresses of intended recipients of your transactions and avoiding transfers of funds to addresses of address owners, the identity of which may not be verified by you to the reasonable degree;

- Checking every request to send and/or receive funds, send and/or reveal any security data element or share any information related to your Account that you receive from us or any other third party. Please note that we will never ask you to reveal any of the above-mentioned security data; nor shall we ever ask you to transfer any Virtual or Fiat Currency funds to us in any form or any of our addresses, except in a manner and by means compliant with and permissible by applicable law.

8.2. Reporting Security Breach

If you suspect that your Account or security data have been compromised or breached, or you have become aware of any event involving your Account and/or affecting you and/or us (including cyber-security attacks), you must notify us immediately by writing an e-mail at: info@fina.cash, or by calling us on: +852 8206 1801.

9. COMPLAINTS AND DISPUTE RESOLUTION

9.1. Governing Law

These Terms, your rights and obligations as well as all actions arising out of and related to these Terms shall be governed by the laws of Republic of Lithuania, applicable to these Terms in their entirety.

9.2. Complaints Filed with Us

If you have a complaint and wish to resolve a dispute arising out of it, you shall address it with our support team in the first instance before attempting to settle any dispute by means described in the next sub-sections of these Terms. Please note that a competent authority referred to in the next sub-sections may dismiss your action on the basis of your failure to settle dispute by contacting us directly in the first place. You may challenge your complaint by contacting Fina Finance, UAB Customer Support.

You shall contact our Customer Support by sending an e-mail to info@fina.cash. In your message, you shall indicate the points of issue, elaborating on details of your claim as precisely as possible, and present evidence supporting your claims in a form of visual (photo/video) and/or audio materials. A Customer Support specialist will respond to your message in a timely manner but no later than within 14 days from the day of the submission of a complaint. The Customer Support specialist shall then provide you with the following remedies:

- Supporting your claims and remedies proposed by you and providing their aid in obtaining said remedies;
- Rejecting your claim and identifying reasons for rejection;
- Proposing alternative remedies for dispute resolution.

In an event of an inability to contact you within the indicated notice period of 14 days, we shall notify you of the reasons for a delay and specifying the deadline by which our Customer Support specialist must contact you. The maximum period allowed for replying to your complaint shall not be longer than 30 days from the day of submitting a claim.

9.3. Alternative Dispute Resolution

You may opt to settle a dispute by alternative dispute resolution means, including mediation and arbitration, if you are unable to settle a dispute with the Customer Support, or you are not satisfied with remedies proposed to you as a result of your prior communication with our Customer Support.

9.3.1. Mediation

Any dispute between the parties relating to or arising from this contract may be submitted to a procedure of mediation conducted by a sole mediator, appointed and proceeding in accordance with the Mediation Rules of this body by the local branch – if any – of the Mediation Centre for Europe, the Mediterranean and the Middle East having its seat in Strasbourg, which Rules are in force at the date of filing of the application for mediation.

In the event of the mediation proceedings not taking place or being unsuccessful, any dispute arising from said relationships between the parties shall be determined in accordance with the Arbitration Rules and the Internal Rules of the European Court of Arbitration – being part of the European Centre of Arbitration having its seat at Strasbourg (in force at the time the application for arbitration is filed), with right to appeal – unless forbidden by the applicable procedural law – including for wrong choice of the substantive law and or for errors of substantive law and errors of fact, by way of rehearing by an appellate arbitral tribunal (if so allowed by the applicable procedural law), of which adoption of this clause constitutes acceptance.

9.3.2. Arbitration

By applying for arbitration proceedings, you agree and acknowledge that you willingly waive your right to resolve any dispute, whether existing or future, through litigation. You may, however, initiate court proceedings in the country of the seat of the arbitration to rule the appointed arbitration award invalid and unenforceable.

The arbitration proceedings will be conducted according to the provisions of the said Terms by a sole arbitrator who will be appointed, if the dispute is domestic, by the local Chapter – if any – of the European Court of Arbitration and in the absence of a local Chapter, as well as to all non-domestic disputes, by the Central Registrar in Strasbourg. The language of proceeding shall be English.

The parties undertake to keep, and to cause their Counsel, advisors, managers, employees and agents to keep strictly confidential the dispute, the facts, the documents, the evidence and the award.

The parties agree to conduct and to cause their Counsel to conduct themselves in a manner which limits the duration of the proceedings to nine months, and to avoid the production of documents and the calling of witnesses who are unnecessary or irrelevant, restraining motion practices, avoiding delays, vexatious or repetitive conduct and in general any overlawyering and accepting to pay to the other parties all legal costs caused by a breach of such commitment, even in cause of final success in the dispute.

Each party further undertakes to promptly reimburse the other parties which should pay its share of any advance requested by the European Court of Arbitration or by its local competent Chapter – if any – for the proceedings and to recognise that the other parties shall be entitled to an ex parte summary judgment, or other summary proceedings, against it for such repayment.

The parties request the arbitrator to issue as soon as possible an interim award for the part of a claim or cross claim which is undisputed or manifestly grounded.

9.4. Dispute Resolution in Court

In an event of inability to settle a dispute in any manner described in above-mentioned Sections 9.2—9.3, you have a right to initiate legal action or proceedings in the exclusive jurisdiction and venue of Vilnius District Court located in Vilnius, Lithuania. You further agree not to initiate any such legal action or proceedings in any other jurisdiction and before any other court.

10. GENERAL PROVISIONS

10.1 Intellectual Property

All intellectual property rights in regards to materials and content presented in connected with Fina Finance, UAB is subject to and enjoys protection of applicable intellectual property regulations. Material and content protected by intellectual property rights cannot and shall not be licensed to any third party under any implied license, unless specified otherwise. All materials and content subject to intellectual property rights may be used in a personal, lawful and non-commercial manner only and only in connection with you use of our Services and Site. You agree and acknowledge that any use of our materials and content in any other manner constitutes intellectual property rights infringement and may enable us to initiate appropriate legal action.

You further acknowledge and agree than distribution and sharing of our materials and content on any third party websites, file hostings, and similar services is strictly prohibited. Furthermore, Fina Finance, UAB prohibits reproduction, display, public performance, distribution and use of our materials and content for any public and commercial purposes. Any copying and sharing of our

materials and content shall be done by requesting prior permission from Fina Finance, UAB and only by obtaining a written notice permitting you to do so. You further agree to retain any watermark, copyright signs and other relevant copyrights and proprietary notices associated with said materials as originally provided. Modification, alteration and selling of our materials and contents is prohibited.

10.2 Access and Availability

Please note that access to and availability of our website may be affected by events outside of our scope of control, such as volatility. In such an event, or any other event effecting access and availability of Fina Finance, UAB website, you may experience inability to access your Account and our website and/or place, perform or execute Orders and Transactions. Fina Finance, UAB does not guarantee or warrant flawless and uninterrupted access to and availability of our Services and Site at all times, as well as uninterrupted placement, execution and finalization of Orders and Transactions. Even though our customer support aims at providing you with timely and efficient responses within reasonable and adequate periods, we do not warrant nor guarantee the said timeliness. Under no circumstances shall we be liable for any damages arising from the events affecting access and availability of our Services and Site.

10.3 Third Party Services

You may encounter content, links to web pages and services as well as other relevant services and information provided to you by third parties while using our Site and Services. Please note that we shall not be liable for any content provided to you by third parties, nor do we have any control, direct or indirect, over the quality, quantity and subject matter of the said content. In an event of raising concerns over the quality, quantity and/or subject matter of third-party content, you agree to address said concerns to the respective third party and any dispute arising thereof shall be settled without our participation between you and the third party in question.

10.4 Your Compliance with Applicable Law

Your compliance with applicable laws, regulations, licensing requirements and other relevant legislation, including but not limited to personal data protection and laws on anti-money laundering and terrorist financing prevention, are your sole responsibility. Fina Finance, UAB shall not be liable in any manner or form for the breach of applicable laws and regulations arising from your use of our Services and Site, nor shall we be held liable for any damages and consequences of the said breaches.

10.5 Amendments

We may adopt changes and amendment to these Terms and other Fina Finance, UAB agreements to adapt and comply with the recent development in applicable legislation or for other reasons. We

will notify you of any changes and amendments to these Terms and other agreements by e-mail and on our Site at least one month in advance. Please note that your acceptance of changes and amendments is deemed valid if you have not objected or otherwise notified us in writing prior to the date of entry into force of said changes and amendments. Within a one-month notice period, you have a right to terminate any agreement immediately and free of charge.

Please note that under certain circumstances, whenever and to whichever extent permissible by law, it may be necessary for changes and amendments to take immediate effect or otherwise enter into force within a period shorter than a one-month notice. In such an event, you shall be notified of the changes and amendments taking effect immediately and be informed of your right to terminate the agreement immediately and discontinue your use of our Services and Site.

Previous versions of these Terms and other agreements shall be made available to you on our Site for your consideration.

10.6. Taxes

Fina Finance, UAB does not provide any tax advice and shall not be perceived as tax advisor. You shall be solely responsible for obtaining professional tax advice from the relevant professionals with respective qualifications and in your own jurisdiction. Fina Finance, UAB does not control and determine whether and what Orders and Transactions are subject to applicable taxes in your jurisdiction, as well as the procedures and obligations related to withholding, reporting, and collecting taxes to and with the relevant competent authorities in the country of your tax residence.

10.7. Relationship with Law Enforcement

We may engage in correspondence and communication with law enforcement authorities, including courts, regulators and policymakers. We may initiate such correspondence or communication at our own discretion in connection with your use of our Services, or be required to respond to request, inquiry or order of the above-mentioned law enforcement authorities in accordance with applicable legislation.

10.8. Death of Account Holder

For security reasons, if we receive legal documentation confirming your death or other information leading us to believe you have died, we will freeze your User Account and during this time, no transactions may be completed until:

- Your designated trustee has opened a new Account, as described below, and the entirety of your Account has been transferred to such new Account;
- We have received reasonable proof in a verifiable and competent form that allows us to conclude that you have not been, in fact, deceased. If we do not have reasonable proof to ascertain your death, we may engage in inquiries directly or via third parties, to acquire said proof allowing us to conclude that you are deceased.

Upon receipt by us of reasonable proof satisfactory to us that you have died, the trustee you have designated in a valid will or similar testamentary document will be required to open a new Account. If you have not designated a trustee, then we reserve the right to

- Treat as your trustee any person entitled to inherit your Account, as determined by us upon receipt and review of the documentation we, in our sole and absolute discretion, deem necessary or appropriate, including (but not limited to) a will, a living trust or a small estate affidavit, or
- Require an order designating a trustee from a court having competent jurisdiction over your estate.

If we determine, in our sole and absolute discretion, that there is uncertainty regarding the validity of the trustee designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your Account.

10.9. Transfer and Assignment

These Terms refer to and are applicable exclusively to you. Any rights, licenses, obligations and interests may not be assigned to or transferred to any other person, natural or legal, at any time or in any part. Any transfer or assignment of our rights, licenses, obligations and interests under these Terms may be done at our own discretion only in an event or under circumstances concerning corporate matters of reorganisation, including but not limited to mergers and acquisitions, given the effect of such reorganisation matter does not result in negative implications for the quality of our Services.

10.10. Relationship of the Parties

For the purposes of these Terms, the relationship between Fina Finance, UAB and you is of contractual nature only. These Terms shall not be used to arrange, prove or otherwise initiate any partnership, joint venture, agency, consultancy or trusteeship relations between Fina Finance, UAB and you and any of the above-mentioned relations shall be negotiated on a separate basis and applicable terms notwithstanding the given Terms.

10.11. Force Majeure

You agree and acknowledge that Fina Finance, UAB shall not be liable for any performance failures, events of downtime, interruptions, unavailability of our Site and Services, as well as other malfunctions and delays resulting from any event or cause occurring regardless of our forecasting and beyond our direct and indirect control, including but not limited to acts of war, natural and nuclear disasters, epidemic and pandemic, acts of military and civil authorities, terrorism, sabotage, strike or other relevant labour dispute, accident, proclamation and enforcement of state of emergency, malfunction of any soft- and hardware, communication lines and means, Internet and network service providers.

10.12. Entire Agreement

These Terms as well other Fina Finance, UAB agreements adopted therein shall comprise and be perceived as entire agreement between Fina Finance, UAB and you and shall therefore supersede and prevail over any perceptions, discussions, agreements, inducements, or understandings of any kind or nature, whether written or oral.

10.13. Severability

You agree and acknowledge that in an event of any of the provision of these Terms shall be invalid or unenforceable due to the amendments and entering into force of new redactions of the law, regulation, and other legislation of any competent authority of Republic of Lithuania, we shall alter the contents of said provisions to adhere its subject matter, validity and enforceability to applicable law given its latest amendments. Furthermore, the validity and enforceability of other provisions of these Terms shall not be affected.

10.14. Change of Control

You acknowledge that in an event of Fina Finance, UAB acquisition, merger or transfer to any third party legal entity, your data, including personal data, may be shared with the said third party in regards to the rights arising from any such acquisition, merger or transfer.

10.15. Survival

All provisions that, by nature of applicable law and to the extent permissible by it, survive termination or expiration of these Terms, including but not limited to Account suspension, termination or closure, debts owed to us, general use clauses and provisions, etc., shall remain binding and enforceable after the termination or expiration of these Terms.

10.16. Language

The language of these Terms presented to you in the original form is English. Any translation, including machine-made translations by third party tools and applications as well as versions of these Terms in other languages provided by us or other third parties, shall be made available to you for your understanding and perception and shall not be regarded as accurate interpretation or representation of original provisions. In case of any divergence from or inconsistency with the English language version of these Terms, the English language version shall prevail.

10.17. Governing Law and Jurisdiction

The provision of these Terms as well as the relationship between you and us shall be governed by laws of Republic of Lithuania.

11. FEEDBACK AND COMMUNICATION

For any inquiries, questions, feedback, or complaints, please contact us by any of the means provided below:

- Contact our Customer Support at: info@fina.cash or via <https://chat.fina.cash>;

ANNEX 1: RISK DISCLOSURE

You agree and acknowledge that your access to and use of our Site and Services is your sole responsibility and you do so at your own risk. The risk of dealing in Virtual Currencies, including trading, is substantial. Before using our Services, you should, in your own sole discretion, assess your financial and circumstantial situation and consider whether the use of our Services is suitable for you. You should be aware of the possibilities of total and irreversible loss of your financial assets and that recovering from such loss may be difficult or impossible.

You further agree and acknowledge that:

- The risk of trading with Virtual Currency is substantial and you may experience losses over a short period of time;
- Liquidity pattern of Virtual Currencies is constantly fluctuating and such fluctuations may be unpredictable and substantial;
- Use, value, availability, and exchange of Virtual Currencies depend on laws and regulations currently in force and may change in regards to the legislative amendments, introduction or repealing of laws;
- Virtual Currency transactions may be irreversible, which, in the case of fraudulent or accidental transactions, may lead to significant or total losses that may be difficult or impossible to recover;
- The date and time of your transaction may not be always accurate due to some of them being recorded on a public ledger;
- Virtual Currency markets may disappear due to the unwillingness or its participants to use/exchange the given Virtual Currency, which may, in turn, lead to irreversible loss of your funds of a particular Virtual Currency;
- Your access to or use of your Virtual Currencies may be impaired by cyber-attacks and other technological and electronic reasons;
- Any of the above-mentioned risk factors are not exhaustive and may differ in regards to the changing legislation, your financial situation, and other factors associated with use of Virtual Currencies.

ANNEX 2: PROHIBITED BUSINESSES

This Annex is applicable as an addition to Section 4.1 on Prohibited Use of the Terms and shall be perceived in conjunction with the said Section. Please note that the list below is non-exhaustive and may be altered, modified and expanded in connection to the amendments in applicable legal acts and other factors and shall therefore be representative only. If you are not sure whether your business falls within the scope of the below-mentioned business activities, please contact us at: info@fina.cash.

By opening an Account, you warrant and acknowledge that may not use our services for the business activities, which include but are not limited to:

- **Illegal business activities:** business activities involving fields and acts prohibited by any law, regulation, statute or ordinance; acts encouraging, instructing or aiding others to partake and engage in any activity prohibited by law;
- **Infringement of Intellectual Property rights:** business activities that infringe any patent, copyright or trademark registered in accordance with applicable law, or violate other relevant intellectual property rights, e.g. producing, selling, distributing and promoting counterfeit visual, video and audio material, software, duly registered inventions without official authorization from the patent holder, or any other material subject to licensing and intellectual property rights;
- **Drugs and Drug Paraphernalia:** sale and distribution of controlled substances and any products designed for making and consuming drugs (bongs, vaporisers, hookahs), or otherwise concealing drugs;
- **Regulated and Licensed Goods and Services:** sale of tobacco, cigarettes (including e-cigarettes), e-liquids; sale of precious metals and stones; online pharmacies, including sale of prescription medication; sale of weapons, firearms, munitions, gunpowder, and other explosives; sale of fireworks and other pyrotechnics; sale, purchase and distribution of toxic, flammable, and radioactive materials; oil and gas industries; extractive industry;
- **Illicit Substances and Pseudo-Pharmaceuticals:** sale of any product or substance that present risk to consumer safety, or make misleading or unsupported claims that have not been confirmed and verified by competent authority in the applicable country and/or obtained relevant certifications and/or licenses;
- **Counterfeit or Stolen Goods:** sale of counterfeit designer products distributed by unauthorized and unlicensed retailer/reseller; sale of replicas; sale of goods that have been imported or exported illegally; sale of stolen goods;
- **Restricted Financial Services:** check cashing; bail bonds; collection agencies;
- **Unlicensed Providers of Services in Regulated Industries:** including unlicensed foreign exchange providers, unlicensed lotteries and gambling;
- **Adult Content and Services:** pornographic materials; online and offline stores offering sale of sex-related goods; services involving escort and prostitution; adult live chats and pay-per-view adult websites;
- **Fraudulent Financial Schemes:** multi-level marketing, pyramid or Ponzi schemes, referral marketing;

- **NGOs and non-profit organizations; charities:** including accepting donations for non-profit purposes;
- **Goods and Service Providers engaging in unfair, misleading, and aggressive commercial practices:** any merchant or service provider that, at our sole discretion, implements means of harassment, coercion, including by means of physical force, or undue influence impairing consumers' freedom of choice or conduct;
- **Other High-Risk Businesses:** any businesses that are determined by us to be of high-risk profile on the basis of applicable laws and regulations, including legal requirements of AML/CTF Law, and that we subsequently believe to be pose elevated financial and/or legal risk of liability, violations and crime.