

Terms and Conditions of Service

This version of Terms and Conditions of Service is effective as of 3rd of October 2025.

I. GENERAL PROVISION

§ 1

These Terms and Conditions of Service (hereinafter referred to as the Terms and Conditions) set forth the rules for the provision of services by electronic means by BB Trade Estonia OÜ with its registered office in Estonia at the following address: Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 13917 ESTONIA (office no. 10, 2nd floor), registered in the register of companies in Estonia under number 14814864 holding a license for the provision of financial services in the field of virtual currencies under number FVT000209 (hereinafter referred to as zondacrypto), being the operator of the zondacrypto virtual currency exchange on the website zondacrypto.com and subdomains (hereinafter referred to as Exchange), as well as the rules for the use of the Exchange by Users and Customers (as defined in § 3 point 2 of the Terms and Conditions).

§ 2

1. zondacrypto's information and communication system includes a set of cooperating IT devices and software, providing the processing and storage, as well as sending and receiving data via telecommunications networks, by means of a terminal device appropriate for the given type of network.

2. zondacrypto's system collects personal data of Users and Customers of the Exchange, and its processing is carried out in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). For more information on the processing of personal data of Users and Customers of the Exchange, as well as visitors to zondacrypto's website, please go to the [Privacy Policy](#).

3. zondacrypto provides information society services (in accordance with Directive (EU) 2015/1535 of the European Parliament and of the Council of 9 September 2015 laying down a procedure for the provision of information in the field of technical regulations and of rules on Information Society services), which consists of:

a) providing the possibility of matching Customers through the Exchange in order for them to enter into transactions between themselves for the purchase, exchange or sale of virtual currencies (hereinafter referred to as Cryptocurrencies) including into currencies recognized as official means of payment (hereinafter referred to as FIAT Currencies) available on the Exchange. zondacrypto is in no way a party to the transactions entered into by Customers through the Exchange, but only provides the tools to enable such transactions;

b) storing or administration of Cryptocurrencies in order to enable Customers to make the transactions indicated in (a) above between themselves;

c) enabling Customers to deposit and withdraw FIAT Currencies through Payment Operators to allow Customers to make the transactions indicated in (a) above between themselves;

d) facilitating the execution of Cryptocurrencies transfers from Customers' wallets held privately or by another service provider and vice versa;

(hereinafter collectively referred to as the Services).

4. As part of the Services listed in point 3 above, zondacrypto does not provide payment services. All payment services necessary to carry out transactions between Customers, including, in particular, handling the making of deposits and withdrawals, are provided in cooperation with zondacrypto by Payment Service Operators. The list is available at: <https://zondacrypto.com/en/legal/zondacrypto-exchange/list-of-the-payment-service-operations>.

In order to optimize the Services provided, improve its quality or security, or adapt to current market standards and introduce new solutions, zondacrypto has the right to modify the list of available Payment Service Operators. zondacrypto is entitled to update the list of Payment Service Operators and such an update shall not constitute a change to the Terms and Conditions, provided it does not entail negative consequences for the rights or obligations of Users/Customers.

5. The terms and conditions for the provision of payment services to Customers by Payment Service Providers are set forth in separate agreements concluded between the respective Payment Operator and the Customer, as well as in the regulations adopted by such Payment Operators.

6. Through the information and communication system provided by zondacrypto, the Customer is provided with information on the amount of funds in Cryptocurrencies or FIAT Currencies through which it can currently make transactions, although the very service of holding funds in FIAT Currencies for the benefit of Customers is being provided by Payment Operators.

7. zondacrypto does not control over the Cryptocurrency rates available on the Exchange, nor is it a so-called Market Maker.

8. The rates of each Cryptocurrency on the Exchange result from transactions made by Exchange Customers without zondacrypto's interference.

§ 3

1. zondacrypto provides Exchange Services to the following entities:

a) natural persons with full legal capacity who are at least 18 (eighteen) years of age,

b) legal persons and other entities who have legal capacity under the laws applicable to them,

who have accepted the Terms and Conditions and entered into a contract for the provision of Services, under the terms and conditions described in Section III of the Terms and Conditions.

2. For the purposes of the Terms and Conditions, a User shall be deemed to be any entity listed in point 1 above that has initiated registration in the Exchange's system and whose identity has not been verified by zondacrypto, while a Customer shall be deemed to be any entity listed in

point 1 above that has passed the entire identity verification process, which means that zondacrypto has established a business relationship with it.

3. The provision of Services by zondacrypto is carried out for a fee. Information on the amount of fees charged by zondacrypto for withdrawal of a given Cryptocurrency and the number of required confirmations from the network upon deposit will be generated each time in the panel regarding withdrawal or deposit order. Other rules for charging fees are indicated in the [Fees and Charges table](#). The fees listed represent the total of all fees that the Customer must pay in connection with the given functionality that is available on the Exchange, and include both the fees and commissions charged by the Payment Operators listed in § 2 point 4 of the Terms and Conditions, for providing payment services to the Customer, as well as the commission payable to zondacrypto for enabling Customers to make transactions among themselves. zondacrypto shall in no way remain a recipient of fees and commissions related to the provision of payment services by Payment Operators.

4. In connection with the fee-based nature of the services provided by zondacrypto, zondacrypto charges the trading commissions indicated in the [Fees and charges table](#) for each transaction carried out. If a given commission, calculated on the basis of the commission percentages indicated in the Fees and charges table, is less than the minimum possible value of a given FIAT currency (0.01 part of a given currency), zondacrypto may charge the minimum value of the commission, which may involve an increase in the percentages shown in the [Fees and Charges Table](#), but only to the above extent (i.e., up to the minimum possible commission value).

II. TECHNICAL CONDITIONS FOR USE OF THE EXCHANGE.

1. In order to properly use the Exchange, a device with access to the Internet, supporting a web browser (e.g. Mozilla, Opera, Chrome) is required, as well making Java Script and Cookies available in the browser. zondacrypto cautions and notes that the use of an outdated web browser may cause the Exchange to not function properly.

2. Each User and Customer shall be solely responsible for ensuring technical compatibility between the computer equipment or terminal device it uses as well as the information and communication system or telecommunications system and the Exchange.

3. zondacrypto, when updating the Exchange, in the event that significant technological changes are made to the Services that will affect the quality of the Services provided, will provide such information to Users and Customers via email to the email address provided on the Exchange or by posting such information in a prominent place on the Exchange. A change in technical requirements is not considered an amendment to the Terms and Conditions unless it results in zondacrypto's inability to provide the Service to Users and Customers.

4. zondacrypto reserves the right to suspend or terminate the provision of particular functionalities of the Exchange due to the need for its maintenance, overhaul or expansion of the technical base, if this is required for the stability of the operation of the Exchange. If such necessity arises, zondacrypto will make every effort to notify Users and Customers in advance, providing the date and time of the technical break.

5. zondacrypto reserves the right to restrict access to some or all functionalities of the Exchange due to the laws in force in a given territory, or against individual Users, or Customers.

6. The use of the Exchange by Users and Customers is based on the principles of “client-server” architecture, which means that all changes are processed, executed, etc. on the server of the Exchange, and the User's or Customer's device is the party making the request and retrieving the information.

7. zondacrypto is not responsible for any wallets, services, etc. that the User or Customer uses to store Cryptocurrencies outside of the Exchange's infrastructure that are not part of zondacrypto's infrastructure, even if these wallets or services are used to perform transfers of Cryptocurrencies from or to the Exchange.

III. METHOD AND CONDITIONS FOR CONCLUDING THE CONTRACT FOR THE PROVISION OF SERVICES.

§ 5

1. The conclusion of a contract for the provision of Services between the Customer and zondacrypto takes place upon acceptance of the performed authentication and verification of the User's identity in the process of account registration on the Exchange (hereinafter referred to as Account Registration). With the conclusion of the contract for the provision of Services, the User becomes zondacrypto's Customer.

2. Account Registration on the Exchange is always equivalent to acceptance of these Terms and Conditions.

3. By accepting these Terms and Conditions, each User and Customer represent that:

a) it is familiar with the risks of investing in Cryptocurrencies and is aware that one element of these risks is the possibility of losing all invested funds as a result of changes in Cryptocurrency exchange rates;

b) it is aware that the primary threat to every Internet user, including those using services provided electronically, is the possibility of taking control of the User's or Customer's device or otherwise obtaining the User's or Customer's data by third parties in order to take over the Account on the Exchange, resulting in, among other things, the theft of the Customer's funds - the User or Customer is solely responsible for the aforementioned events and cannot make any claims against zondacrypto on this account.

§ 6

1. The contract for the provision of Services between zondacrypto and the Customer is concluded for an indefinite period of time.

2. In order to complete the Account Registration, it is required to provide an e-mail address, a password, a telephone number and a unique login for the individual Account as well as a PIN number (the login and the PIN number required only until 31.01.2024), and to set up a two-factor authentication. Two-factor authentication (hereinafter referred to as "2FA") means

confirming the Customer's identity using two different authentication factors, most often involving additional information such as codes, keys, physical devices or security questions.

3. After Account Registration, in order to use the Services, each User is assigned an individual designation (hereinafter referred to as Account).

4. Each User and Customer may have one Account on the Exchange, taking into account that the same telephone number may be assigned only to one account of a Customer who is a natural person and the accounts of institutional Customers of which they are a representative.

5. If a situation is identified where a single telephone number is assigned to several accounts of Customers who are natural persons, zondacrypto may require each such Customer to update the telephone number assigned to each such Account. In the event that the update referred to in the preceding sentence is not made within the period set by zondacrypto, which shall not be less than 7 days, zondacrypto shall be entitled to suspend the provision of services to the given Customer and block the Customer's Account until the necessary update of the telephone number is made.

6. In addition, it is required that the User/Customer provide a telephone number, which telephone number should remain active and current as directly assigned to the User/Customer for the duration of the business relationship with zondacrypto (inter alia, in connection with the transmission of information to the User/Customer related to security on the Exchange). In the event of a change in the telephone number, the User / Customer is obliged to immediately notify zondacrypto of this fact and make the appropriate update of the data in the Account in this regard. Possession of an outdated or inactive telephone number will entitle zondacrypto to suspend the provision of Services to the User / Customer and limit the functionality of the Account on the Exchange until the necessary update is made.

7. In order to obtain the full functionality of the Account, it is necessary to carry out the identification of the User by:

a) in the case of a User who is a natural person: providing data from the User's identification document, including their name, surname, citizenship, as well as address of residence, country of birth, information on tax residency and statement on being a politically exposed person or either relative or close associate of such person, telephone number, date of birth and - for countries where it will apply - individual identification number (e.g. PESEL) or a statement that they do not have such a number;

b) in the case of a User who is a legal entity or an organizational unit: sending a scan of a copy of the relevant Commercial Register in which the entity is registered, data on the business activity, a scan of the confirmation of the assignment of the tax identification number and other national identification numbers - if the number is not shown in the copy of the Commercial Register, as well as data from the document stating the identity of the natural person authorized to represent the User, including their name, surname, citizenship, as well as their address of residence, tax residency information, country of birth, information on being a politically exposed person, telephone number, date of birth and individual identification number, or a statement that they do not have such a number. The User is also obliged to provide the above information on all of the User's Ultimate Beneficial Owners up to the designation of individuals.

8. In addition, in order to verify the identity, the User must provide zondacrypto with a document confirming the identity by submitting it in the form of a photo through a given form on the Exchange. The photo of the identity document must meet the following conditions: if the person is from the European Union - it should be a national identity document or passport, if the person is from the non European Union country - only passport must be used, document must be issued by government institution, the data on the document must be clear, all edges of the document must be visible, none of the data must be obscured. The file must not contain any

signs of digital alteration (such as painting over any element using a graphics program). zondacrypto may ask the User to send a photo of their identity document, taken in such a way that the User's face, the identity document, and a piece of paper with the current date written on it are visible at the same time (the so-called "selfie"), or to contact the User by phone or video messenger (through an application recommended by zondacrypto).

9. Confirmation of the address of the User or the person representing the User or the User's Ultimate Beneficial Owner can be made on the basis of a photo in .jpg, or .png format, a bill (for electricity, water, gas, etc.) issued to the User or the designated person, a contract with a public trust institution, an official letter from a public institution, or a bank statement, or a transfer confirmation coming from a financial institution, on which the address details of the User or the designated person, along with the name and surname, as well as the date of preparation, which cannot be older than 6 (six) months.

10. In order to properly verify the User and conduct the analysis to prevent fraud, zondacrypto is entitled to use open sources of information available on the Internet and metadata analysis.

11. The verification of the User will be carried out in several stages - through verification of the User's identity ("Proof of Identity"), verification of the User's address ("Proof of Address"), and other information about the User and other User's statements (regarding AML policy). It is stipulated that if all verification steps are not met (the verification process is discontinued by the User), certain functionalities of the Exchange may be limited. In order to use all functionalities, and in particular to realize the withdrawal of funds outside the Exchange, the User is obliged to successfully complete all verification stages.

12. During the term of the contract for the provision of Services between zondacrypto and the Customer, in the event that any of the Customer's data provided by the Customer during the identification and verification process prior to the establishment of the business relationship

changes or the documents submitted during the process become invalid, the Customer is obliged to immediately inform zondacrypto about the change of data and provide the necessary documents confirming the changes or, if appropriate, send an updated document if the previous one has become invalid. Failure to update the data or provide valid documents may result in the restriction of some of the Exchange's functionalities for the Customer in question, including the exclusion of the ability to make deposits and withdrawals until the data is updated, which results from applicable to zondacrypto laws and regulations.

13. zondacrypto complies with European and national anti-money laundering and counter-terrorist financing laws, in particular Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC, subsequently amended by Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU. The Customer's accession to the use of the Services provided by zondacrypto implies acceptance of the relevant application of the above regulations.

§ 7

1. In connection with the applicable laws in Estonia, implementing the provisions of § 4 of the Regulation of the Minister of Finance on the requirements and procedure for identification of persons and verification of person's identity data with information technology means,

zondacrypto informs that the activities undertaken in connection with the identification of Users and Customers and verification of their personal data are carried out on the basis of [the provisions of the Estonian Money Laundering and Terrorist Financing Prevention Act dated of October 26th, 2017](#), in particular:

a) § Section 19 of the aforementioned act governing the obligation to apply due diligence measures;

b) § Section 20 of the aforementioned act governing the scope of due diligence measures;

c) § Section 21 of the aforementioned law governing the identification of the User and the Customer in the context of natural persons;

d) § Section 22 of the aforementioned law governing the identification of the User and the Customer in the context of legal entities;

e) § Section 23 of the aforementioned law governing the monitoring of business relationships.

2. Identification of the User and the Customer, or the person representing the User or the Customer, or who is the beneficial owner of the User or the Customer, and verification of its identity by IT means shall be carried out in accordance with the procedure set forth in Article 31 of the Estonian Money Laundering and Terrorist Financing Prevention Act dated of October 26th, 2017.

3. Identification of the User or the person representing the User, or being the User's beneficial owner, and verification of the User's identity does not obligate zondacrypto to establish a business relationship or guarantee the availability of the Services.

4. Detailed information on Account Registration and identity verification can be [found here](#). Verification may be considered unsuccessful in case of inconsistency of identification data with the documentation provided for verification purposes or in a situation where the documents provided are in a language other than English, and if the quality of the documents provided makes it impossible to read them or makes it difficult to verify their authenticity.

5. Identification and verification by IT means is considered incorrect in particular when:

a) a natural person or a representative of a legal entity intentionally provided information that is not consistent with the person's identification data compiled with the data used in the verification process;

b) in the course of identification, survey or interview, the session expires, or is interrupted, or the flow of information transmitting synchronized audio and video are of too low quality (e.g., not allowing to read identity document data);

c) a natural person or a representative of a legal entity has not confirmed the provisions of § 2 (4) - (6) of the Estonian Regulation of the Minister of Finance on the requirements and procedure for identification of persons and verification of person's identity data with information technology means;

d) a natural person or a representative of a legal entity does not comply with zondacrypto's instructions under § 7 (2) and (3) of the Estonian Regulation of the Minister of Finance on the requirements and procedure for identification of persons and verification of person's identity data with information technology means;

e) a natural person or representative of a legal entity uses the assistance of others without the express permission of zondacrypto;

f) there are suspicions that may indicate money laundering or terrorist financing.

6. The establishment of a business relationship between zondacrypto and the Customer (heretofore referred to as the User) occurs after full, positive identification and verification of the User's identity and confirmation of the establishment of the business relationship by zondacrypto.

7. At the same time, if it is necessary to identify the User or Customer after the correct account creation or in the course of a business relationship, in connection with ensuring the correct provision of the Services, arising from the need to confirm the identity of the User or Customer in order to enable him/her to use the tools offered by zondacrypto (including those for logging in), zondacrypto may request additional verification, including video verification, with a view to ensuring the security of access to the User's or Customer's account and the correct provision of such Services.

IV. TERMS AND CONDITIONS OF SERVICE

§ 8

1. Provisions of the Services are carried out through the Exchange located under the domain: zondacrypto.exchange and subdomains.

2. Use of the Services is made by logging into an Account on the Exchange. Use of the Exchange by means of third-party applications, overlays or plug-ins, unknown devices or unsecured networks, or in publicly accessible areas, is at the sole risk of the Customer, for which zondacrypto shall not be liable.

3. In order to secure the funds collected as well as the Cryptocurrencies in the Accounts, zondacrypto uses the security measures described on zondacrypto.com under the "[Safety](#)" tab. If zondacrypto identifies unauthorized third party access to the account or there are reasonable doubts about the security of funds on the Exchange, Cryptocurrencies transactions may be blocked and the Customer will only be able to withdraw funds in FIAT Currencies by traditional bank transfer to a verified bank account that the Customer owns.

4. The moment when the transaction is made visible in the Account balance is the moment when the contract of sale of Cryptocurrency is concluded between the Customers. Each price indicated in an offer to buy or sell a Cryptocurrency is a price originating from the Customer, and the decision to enter an offer to conclude a transaction on the Exchange is solely a manifestation of the will of the Customer. zondacrypto does not guarantee and has never guaranteed a profit on a change in the exchange rate difference of a Cryptocurrency.

5. zondacrypto does not guarantee that the list of offers to buy or sell Cryptocurrencies (so-called orderbook) displayed in the Customer's browser window and mobile application reflects its real positions and values at all times. The display of the current rate or value of offers to buy or sell is affected by, among other things, the performance of the browser, as well as the speed and stability of the Internet, for which zondacrypto is not responsible.

6. zondacrypto generates individual addresses for each Account to allow deposits to be made. Failure to make a deposit to the generated address for Cryptocurrencies and tokens listed in the [Fees and Charges Table](#) for a continuous period of 6 (six) months, will entail its irreversible deletion. The period stipulated in the preceding sentence will be calculated starting from the date of generating the address. The Customer, by making a payment to the generated address for Cryptocurrencies and tokens listed in [the Fees and Charges Table](#) before the expiration of the period referred to in the preceding sentences, assigns the address to its Account.

7. Upon completion of the procedure referred to in point 6 above, the Customer loses the ability to send funds to the removed addresses. The customer, when making a payment to a deleted address, must expect to lose the funds transferred in this way.

8. The Customer remains solely responsible for the correct transfer of Cryptocurrencies to the Exchange's wallets. zondacrypto informs you that the transmission of Cryptocurrencies on the wrong network may render them unrecoverable.

9. The Customer may fund the Account by the methods listed on the Exchange under the tab zondacrypto Payment Methods and in the instructions provided on the Exchange, provided that in order to fund the Account via bank transfer, the correct transfer title for each FIAT Currency

must be provided. Funding of the Account shall be made through selected Payment Operators with which zondacrypto cooperates, as indicated in § 2 point 4 of the Terms and Conditions.

10. Credit to the Account made by bank transfer from a bank account not belonging to the Customer or with an incorrect title of the transfer, will be returned by the relevant Payment Operator within 30 (thirty) days at the expense and risk of the sender, to the bank account from which it was originally sent. If the sender cannot be identified, the return will be made to the account of the operator through which the credit was sent. A handling fee equal to the cost of performing the return will be deducted from the returned funds by the relevant Payment Operator. If the amount to be returned is less than the minimum handling fee amounts listed in [the Fees and Charges Table](#) posted on the Exchange, then it will be deducted in full as handling costs.

10a. Funding of the Account made with a transfer of tokens that are e-money from a distributed registry address or account that does not belong to the Customer or User is not allowed and will be refunded to the originator of the cryptoasset transfer. The refund will be made within 30 calendar days, and the amount of the return transfer will be reduced by the value of the fee to the network in effect at the time the refund is made and/or the operating fee incurred by zondacrypto in connection with the return of the transaction, which will depend on the amount and type of the crypto-asset in question. zondacrypto is not responsible for any possible increase in the amount of the fee to the network depending on when the refund is made.

10b. An order for withdrawal outside the Exchange of tokens that are e-money may only be made to the address of the distributed register or crypto-asset account belonging to the Customer ordering the withdrawal. Violation of the above obligation will result in denial of the withdrawal.

10c. In the event that zondacrypto becomes aware of any doubts in determining to whom the address of the distributed register or account from which the Customer's or User's Account was deposited belongs, zondacrypto shall be entitled to verify this circumstance in the forms described within the framework of these Terms and Conditions. zondacrypto reserves the right to apply to such Customer or User the measures described in § 10 and § 19 hereof, if the

application of such measures is justified by the circumstances referred to in the aforementioned paragraphs.

10d. Acceptance of these Terms and Conditions is equivalent to the User's or Client's consent to the provisions of point 10a., 10b. and 10c., including the rejection by zondacrypto of the proper transfer of cryptocurrency and the refusal to make a withdrawal.

10e. The use of the addresses of the distributed register and the cryptoasset accounts provided by zondacrypto to the Customer for the use of the Exchange's functionality, for purposes related to the Customer's business, as well as the designation of these accounts to third parties as the Customer's accounts for clearing, is prohibited.

11. When ordering a withdrawal of funds by bank transfer, the Customer is obliged to indicate as recipient its bank account from which it has previously made any funding to the Account. Violation of the above obligation will result in the return of the amount ordered for withdrawal in accordance with the rules described in point 10 above.

12. All transfers require the full name, account number and address of the account holder, as well as the title of the transfer required by zondacrypto and, in the case of international transfers, the SWIFT number. Failure to comply with the above requirement may result in the failure to process the transfer in question.

13. Incoming transfers in FIAT Currencies are updated immediately according to the sessions of the Payment Operators with which zondacrypto cooperates, on weekdays except Saturdays, Sundays and public holidays (hereinafter referred to as Business Days).

14. Withdrawals made in FIAT Currencies are ordered for execution within 2 (two) Business Days.

15. zondacrypto may make available to its Customers the service of fast outgoing transfers in Cryptocurrencies - "Priority". With respect to the service indicated in the preceding sentence, zondacrypto charges an individually determined fee for fast transfers. The Customer, by placing an instruction to use the "Priority" service, accepts the terms and conditions proposed by zondacrypto. The Customer is solely responsible for the choice of this option. zondacrypto recommends extreme caution when placing an instruction – as the selection of the "Priority" option cannot be revoked, and fees charged cannot be refunded. zondacrypto stipulates that in technically justified cases it may refuse to provide the "Priority" service to the Customer, in particular, when the Customer's instruction concerns a Cryptocurrency for which the service remains impossible to provide, of which zondacrypto will immediately inform the Customer.

16. The minimum value of a single exchange transaction is specified in the [Fees and Charges Table](#) posted on the Exchange. Transactions with a lower value, including transactions with a zero value, will not be added to the orderbook and will not be processed.

17. When converting the value of transactions, zondacrypto converts FIAT currencies using a conversion rate with a precision of 0.01 parts of the relevant currency, with the proviso that for technical and functional reasons it is currently impossible to make conversions more precise than the lowest possible hundredths of the relevant FIAT currency rounded down.

18. The fee for the Services provided and the funds for the execution of the offer are blocked at the time of the offer and then automatically debited from the Account at the time of execution of the transaction in question.

19. zondacrypto notes that Cryptocurrencies do not constitute a financial instrument or an electronic payment instrument as defined by generally applicable law.

20. Funds, expressed in FIAT Currencies, deposited by Customers on account of concluded transactions are kept in dedicated accounts with selected Payment Operators with which zondacrypto cooperates, listed in § 2 point 4 of the Terms and Conditions, and remain at the disposal of Customers.

21. By accepting these Regulations, the Customer agrees that zondacrypto may store funds transferred by the Customer, expressed in FIAT currencies or Cryptocurrencies – including Cryptocurrencies acquired in the Transaction process – with various external operators, on its own behalf but for the benefit of the Customer. zondacrypto is not obliged to pay the customer any interest or other benefits for storing these funds.

22. Each User and Customer is obliged to protect its passwords, e-mail accounts and login data on the Exchange, in particular, not to make them available to third parties.

23. The use of bank accounts provided by Payment Operators for the use of the Exchange's functionality for crediting Accounts, for purposes related to the Customer's business, as well as the designation of these accounts to third parties as the Customer's accounts for settlements, is prohibited.

24. zondacrypto stipulates that through a statement published on the Exchange and/or through communications to Users and Customers, it will declare all protocols and functionalities that complement or interact with the currencies and tokens available on the Exchange in their support. The absence of an explicit declaration by zondacrypto in this regard will mean lack of support. In the above respect, the provisions of the Regulations for the Recovery of Digital Assets, which is an integral part of these Terms and Conditions, shall apply accordingly.

25. The above disclaimers will include, but not be limited to: metacoin's, colored coin's, side chains, fork's, airdrop's, whereby, the scope indicated above is only an exemplary enumeration. zondacrypto cautions Customers against using the Account to attempt to receive, order, send, store or engage in any such transactions involving the ancillary protocols mentioned above to the extent that zondacrypto has not declared its support for them, as the Exchange is not structured to detect, secure or process such transactions. Any attempt at such transactions may result in loss of funds.

26. To the extent that zondacrypto decides, in its sole discretion, to support complementary protocols pursuant to point 24 above, the Customer will be entitled to receive currencies and tokens under fork's, airdrop's and other protocols that complement or interact with currencies and tokens available on the Exchange, at the value distributed under its Account. zondacrypto will use its best efforts to issue tokens as indicated by the issuer of the token in question, but zondacrypto may, at its discretion, issue tokens in a different manner if, for technical reasons, issuance in the manner specified by the issuer of the token in question proves impossible, highly difficult, or will incur disproportionate costs.

27. In the event that zondacrypto allows the issuance of certain tokens but does not add the corresponding markets on the Exchange, zondacrypto shall only allow the Customer to withdraw such tokens, without the possibility of exchanging or selling them on the Exchange. The possibility of withdrawal referred to in the preceding sentence shall be limited in each case by a deadline imposed by zondacrypto, which shall not be shorter than 60 (sixty) days subject to the next sentence. The deadline specified in the preceding sentence may be shortened due to extraordinary circumstances beyond zondacrypto's control and for which zondacrypto is not responsible, such as, for example, damage to the blockchain network. It is also stipulated that as a result of the circumstances indicated in the preceding sentence, there may also be a temporary impossibility to withdraw the funds subject to the withdrawal described in this section.

28. After the expiration of the period indicated in point 27 above, the unpaid tokens in the Account will be deposited in zondacrypto's negative interest deposit account, whose interest rate on a monthly basis is minus 20% on the initial value of the accumulated deposit. zondacrypto will make every effort to ensure that the balance visible in the Account updates itself, however, in the event that the aforementioned functionality is unavailable, the Customer will receive feedback on the balance only by submitting a withdrawal instruction.

29. The Customer has the right to submit an independent instruction to withdraw the tokens deposited in the negative interest deposit account of zondacrypto via the Account, and in case of unavailability of the mentioned functionality, the instruction should be submitted electronically to the e-mail address: support@zondacrypto.com. Applications will be processed in the order of receipt, but no later than within 30 days counting from the date of receipt.

30. zondacrypto shall not be liable for the loss of value of the tokens and other damages and lost benefits incurred by the Customer due to the discontinuation of the withdrawal service of the tokens in question, if the Customer has violated the deadline for withdrawal referred to in point 27 above.

31. In addition, in the event of inactivity of a User or Customer on the Exchange account for a period of more than 3 years (failure to make any activity, action or movement on the account, including in the case of having offers in the orderbook that have not been realized during this period), zondacrypto shall request in an e-mail message such User or Customer to take action within 30 days, under pain of transferring such funds to a zondacrypto negative interest deposit account, the interest rate of which on a monthly basis is minus 20% on the initial value of the accumulated deposit. The negative interest rate will be deducted from the funds held in favor of the User or Customer, to which the Users or Customers agree by accepting these Terms and Conditions. The termination of the storage of funds on the negative deposit shall occur at the moment of an independent withdrawal order by the User or the Customer, the performance of any exchange of these funds by the User or the Customer within the framework of the

functionalities available to them on the Exchange or the complete exhaustion of the funds, which are the subject of such deposit. zondacrypto will make every effort to ensure that the balance visible in the Account updates itself, however, in case of unavailability of the said functionality, the Customer will receive such information by submitting an inquiry to the Support.

32. An order to exchange crypto assets shall be deemed final and irrevocable upon the Customer's submission of a transfer instruction, understood as the moment of confirmation of the operation. The Customer shall not be able to cancel the order after this moment, unless these Terms and Conditions provide otherwise or the possibility of cancellation has been expressly provided for a given type of transaction.

§ 8a

1. zondacrypto, as an entity operating in the European Union and the European Economic Area, is obliged to comply with the provisions arising from Regulation 2023/1113 (Regulation (EU) 2023/1113 of the European Parliament and of the Council of May 31, 2023. on information accompanying transfers of funds and certain crypto-assets and amending Directive (EU) 2015/849) and Regulation 2023/1114 (Regulation (EU) 2023/1114 of the European Parliament and of the Council of May 31, 2023 on crypto-asset markets and amending Regulations (EU) No. 1093/2010 and (EU) No. 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937) and relevant national implementing laws, respectively. To the extent that zondacrypto is obligated to comply with the provisions of Regulation 2023/1113, it is therefore obligated to implement the provisions of this Regulation, including those related to obtaining identification data from either Users or Customers, respectively, to identify the originator and beneficiary of each crypto assets transfer.

2. According to the text of the aforementioned regulations - 'originator' means a person that holds a crypto-asset account with a crypto-asset service provider, a distributed ledger address or a device allowing the storage of crypto-assets, and allows a transfer of crypto-assets from that account, distributed ledger address, or device, or, where there is no such account, distributed ledger address, or device, a person that orders or initiates a transfer of

crypto-assets; 'beneficiary' means a person that is the intended recipient of the transfer of crypto-assets.

3. To the extent described in paragraph 1 above, as part of the execution of the relevant crypto-asset transfers, either the User or the Customer should complete the relevant identification forms (hereinafter: the Form), within which they will be required to indicate data:

a) Originator (with respect to transfers of crypto-assets whose beneficiary is either the Customer or the User), including:

- the name of the originator;
- the originator's distributed ledger address, in cases where a transfer of crypto-assets is registered on a network using DLT or similar technology, and the crypto-asset account number of the originator, where such an account exists and is used to process the transaction;
- the originator's crypto-asset account number, in cases where a transfer of crypto-assets is not registered on a network using DLT or similar technology;
- the originator's address, including the name of the country,
- official personal document number and customer identification number, or, alternatively, the originator's date and place of birth; and
- subject to the existence of the necessary field in the relevant message format, and where provided by the originator to its crypto-asset service provider, the current LEI or, in its absence, any other available equivalent official identifier of the originator.

b) Beneficiary (with respect to transfers of cryptoassets initiated by the Customer), including:

- the name of the beneficiary;
- the beneficiary's distributed ledger address, in cases where a transfer of crypto-assets is registered on a network using DLT or similar technology, and the beneficiary's crypto-asset account number, where such an account exists and is used to process the transaction;
- the beneficiary's crypto-asset account number, in cases where a transfer of crypto-assets is not registered on a network using DLT or similar technology;
- subject to the existence of the necessary field in the relevant message format, and where provided by the originator to its crypto-asset service provider, the current LEI or, in its absence, any other available equivalent official identifier of the beneficiary.

4. Completion of the Form by either the Customer or the User should take place at the latest at the time of execution of the transfer of crypto-assets. zondacrypto furthermore allows subsequent completion of the Form by either the Customer or the User, i.e. after the execution of the transfer of crypto-assets, to the extent of the transfer described in point 3(a) above, within 3 (three) working days, but no later than 7 (seven) calendar days.. If the Form is not properly completed with respect to the transaction described in point 3(b) above - zondacrypto will not be able to make the funds from this transaction available. zondacrypto shall not be liable for any delays in the execution of the transfer of cryptoassets or exchange rate differences related to the completion of the Form by the Customer and the User at a later time than during the execution of the transfer of cryptoassets.

5. zondacrypto informs that on the basis of the provisions of Regulation 2023/1113, it is obliged to reject/not execute transfers of crypto-assets for which the Form has not been completed at least to the extent of the data indicated in point 3 and within the deadline indicated in point 4 above - with respect to the Originator and Beneficiary of each transaction, respectively. Rejection/non-execution of the transfer of crypto-assets by zondacrypto on this basis, will entail:

a) the need to return the funds to the initiator of the crypto-asset transfer, in the form of the amount of the transfer less the value of the fee to the network and/or the operating fee incurred by zondacrypto in connection with the return of the transaction, which will depend on the amount and type of the crypto-asset in question, in effect at the time of the execution of the return (hereinafter: the Return Value), and which return will take place within 30 calendar days, or

b) The inability to refund the transfer of crypto-assets by zondacrypto if the value of the fee to the network and/or the operating fee associated with the eventual return of crypto-assets to the originator of the transfer is higher than the Return Value.

zondacrypto informs that the refund will be made on the first possible date within the period indicated in point 5(a). The value of the Refund does not depend on zondacrypto, but on the current exchange rate of the cryptocurrency in question and other random factors. zondacrypto is not responsible for a possible increase in the amount of the fee to the network and/or the operating fee depending on the timing of the refund.

Information on the amount of fees incurred in the refund of transactions to the network and/or operating fees, will be made available to the User or Customer upon request within 14 business

days, reported to zondacrypto Customer Service possibly no later than 90 days from the date of the refund, to the email address: support@zondacrypto.com.

5a. In the event that, due to the lack of necessary information or doubts about the correctness of the data provided, the transfer of crypto assets cannot be refunded (in particular in the absence of information about the address of the wallet belonging exclusively to the transfer initiator), zondacrypto:

a) will contact the Customer to obtain the necessary information to enable the return of the crypto assets;

b) after receiving complete and correct information, will process the refund within the period specified in point 5(a) above, which shall commence on the date when zondacrypto receives all necessary and correct information;

c) in the event of not receiving the necessary information, will keep the crypto assets in a separate account until receiving a set of information enabling the return to be made;

d) is not liable for any losses, including in particular those resulting from changes in the rates of crypto assets, caused by the inability to process the refund within the period specified in point 5(a) above, if the delay is due to reasons not attributable to zondacrypto, in particular due to the lack or incorrectness of information that is required to process the refund.

6. If zondacrypto has any doubts as to the authenticity of the information completed pursuant to point 3(a) or 3(b) above, zondacrypto shall be entitled to verify the data provided on its own or by contacting the Customer or User in the forms described under these Terms and Conditions. zondacrypto reserves the right to apply to such Customer or User the measures described in § 10 and § 19 of these Terms and Conditions, if the application of such measures is justified by the circumstances referred to in the aforementioned paragraphs.

7. Acceptance of these Terms and Conditions shall be tantamount to either the User's or the Customer's agreement to the provisions of this paragraph, including those covering zondacrypto's rejection/non-performance of a proper transfer of crypto-assets.

§ 9

Each User and Customer is obliged to refrain from performing any unlawful acts in the use of the Services, in particular:

a) using the Services directly or indirectly for a purpose that is contrary to the law, the Terms and Conditions, code of conduct or good morals;

b) using the Services in a manner that violates the rights of zondacrypto or the rights of third parties, including other Users and Customers;

c) providing by or to the Exchange's data communications system data that causes disruption of the operation or overload of the Exchange's data communications system or of third parties directly or indirectly involved in the provision of the Services, or that otherwise violates the law, the Terms and Conditions, the welfare of zondacrypto or third parties, the code of conduct or good morals.

§ 10

1. zondacrypto shall be entitled to prevent (block) access to data entered by a User or Customer into the Exchange's information and communication system in the event of:

a) receipt of official notification of the unlawful nature of the stored data or related activities;

b) reliable information or becoming aware of the unlawful nature of the stored data or related activities;

c) in the cases listed in the body of the Terms and Conditions.

2. In the case referred to in point 1 above, zondacrypto shall immediately notify the User or Customer of its intention to prevent (block) access to the data. The notification shall be sent to the email address or telephone number of the User or Customer indicated and confirmed at the time of registration, or, in the case of a change in this regard made by the User or Customer after the date of registration, to the changed and confirmed email address or telephone number. The notice referred to in the preceding sentence will be sent to the User or Customer, provided that it does not constitute a violation of generally applicable law.

3. In the event that any state authority of a member state of the European Union, or any other institution established to exist on the basis of an international agreement to which Estonia is a party, directs to zondacrypto any decision from which the obligation to withhold or transfer to the deposit account of the aforementioned institution the User's or Customer's funds or Cryptocurrencies, the Account shall be suspended and the funds accumulated therein shall be transferred to the aforementioned account or their withdrawal shall be blocked until a new decision or ruling of a court or other state authority is made finally resolving the fate of the blocked funds. The same consequences arise from the blocking of the bank account in which the funds of zondacrypto's Customers are deposited, on the basis of any act coming from the aforementioned authority or institution. In such a case, zondacrypto shall notify the User or Customer of the reason for blocking access to its funds within 7 days from the date of blocking,

provided that such notification shall not constitute a violation of law. zondacrypto shall have the right to make available to the above-described institutions the User's or Customer's data in its possession upon the express request of the relevant authorities or agencies, and upon presentation of the relevant required documents.

4. zondacrypto shall also be entitled to prevent (block) the Customer from entering offers to buy or sell, and to cancel existing offers, as well as to withdraw funds, in the event that zondacrypto becomes aware of plausible information on activities in the Account that may constitute a security risk or act in violation of the law or the Terms and Conditions. In the case in question, when any of the aforementioned activities are undertaken, zondacrypto will immediately notify the Customer of the imposed blocking in the form of a message, together with information on the need to contact zondacrypto's Support department.

5. Furthermore, in the event of a breach of internal security procedures by the User or Customer or the necessity for zondacrypto to take the required steps to confirm the compliance of actions taken by a User or Customer with internal security procedures and legal requirements imposed on zondacrypto, zondacrypto reserves the right to impose a restriction on the functionalities of the (User's or Customer's) Account on the Exchange:

a) as a rule, for a period not exceeding 48 hours, or

b) in the event of circumstances justifying its extension, for a longer time than in point 5(a) above, but only for the time necessary to verify the above.

1. It is permissible to change the provider of the Services to another entity affiliated with zondacrypto in order to ensure the continued provision of the Services in a manner consistent with the Terms and Conditions.

2. The change of the entity providing the Service will be made in a manner consistent with the law.

3. The terms and conditions of the Service - in connection with the change of the entity - may not be changed to less favorable to the Users and Customers of the Exchange.

4. In the case referred to in this paragraph, the incumbent service provider shall cease to be a party to the contract with the User or Customer and cease to provide Services to Users and Customers.

V. METHODS AND CONDITIONS OF TERMINATION OF THE CONTRACT FOR THE PROVISION OF SERVICES.

§ 12

1. Any Customer may discontinue the use of the Services at any time and terminate the contract for the provision of the Services with immediate effect under the rules set forth in the Terms and Condition.

2. The contract for the provision of the Services may be terminated:

a) at the Customer's request with immediate effect, except when the Customer is in the process of verifying the source of funds or other processes related to the security of transactions carried out by zondacrypto, and resulting from the application of due diligence measures and other laws;

b) By zondacrypto, in the cases indicated in the Terms and Conditions.

3. In the event of termination of the contract for the provision of Services, subject to § 8 point 3 of the Terms and Conditions, the Customer may make withdrawals of FIAT Currencies and Cryptocurrencies that are accumulated in its Account.

4. It is a prerequisite for the termination of the contract for the provision of Services by the Customer that the Customer brings the balances to 0 (zero) on each of the Customer's wallets available on the Exchange. If the above condition is not fulfilled, the provisions of § 13 points 2 - 4 below shall apply.

5. Upon fulfillment of the condition specified in point 4 above, the Customer may terminate the contract for the provision of Services by submitting a statement of termination electronically to the e-mail address: support@zondacrypto.com.

6. Termination of the contract for the provision of Services by the Customer results in the deletion of the Account understood as blocking the possibility of logging into the Account. In such a case, the data provided by the Customer will be deleted from the Exchange, unless otherwise provided by law. zondacrypto stipulates that after the termination of the contract for the provision of Services, it is obliged to store the Customer's billing data under tax laws and laws on anti-money laundering and financing of terrorism for the period indicated therein.

7. zondacrypto may temporarily cease providing Services to the Customer in the event of a reasonable suspicion of a material breach by the Customer of the law, the Terms and Conditions, the rights of zondacrypto or the rights of third parties, the code of conduct or good morals, until it is clarified whether the breach actually occurred and whether it was material. In the situation described in the preceding sentence, zondacrypto shall not be liable for the loss of value of the Customer's assets accumulated on the Exchange.

8. In the event of a material violation by the Customer of the law, the Terms and Conditions, the rights of zondacrypto or the rights of third parties, the code of conduct or good morals, zondacrypto shall have the right to terminate the contract for the provision of Services.

9. A violation of the code of conduct or good morals, as indicated in points 7 and 8 above, is also considered to be a reprehensible behavior of the Customer towards zondacrypto representatives, in particular by using abusive vocabulary and threats in communications between zondacrypto representatives and the Customer.

10. In the event of violation of the law and in the event that the Customer has not been properly identified or verified, termination of the contract for the provision of Services pursuant to point 8 above shall be effective immediately.

11. With the exception of the situation described in point 10 above, termination of the contract for the provisions of Services pursuant to point 8 above shall take place upon 7 days' notice, with zondacrypto stipulating that during the notice period, the provision of the Services and the functionality of the Exchange to the Customer to whom the contract for the provision of Services has been terminated shall be limited only to the Customer's ability to make an independent withdrawal of funds accumulated in the Account.

12. Due to the fact that zondacrypto is an entity that enables the exchange of currencies between Cryptocurrencies and FIAT Currencies, it is obliged to comply with the law on anti-money laundering and counter-terrorist financing, including, in particular, EU regulations arising from the legal acts indicated in § 6 point 10 of the Terms and Conditions and Estonian Money Laundering and Terrorist Financing Prevention Act dated of October 26th, 2017. With the above in mind, zondacrypto shall be entitled to terminate the contract for the provision of Services whenever the Customer's use of the Exchange or the Service is not in compliance with anti-money laundering and counter-terrorist financing laws, or violates zondacrypto's internal regulations in this regard, as described in the body of [the Internal Policy](#).

13. In addition, zondacrypto shall be entitled to terminate the service agreement in the event that the Customer's use of the Exchange or the Service is illegal in accordance with other generally applicable laws, including in the event that the User is from an unacceptable country or region (in accordance with the List of Unacceptable Countries and Regions referred to in § 19 point 14 of the Terms and Conditions), thus making such continued use of the Exchange or the Service legally impossible.

14. In the event that the Customer has not been properly identified or verified by zondacrypto, or has refused to provide documentation, or explanations necessary for the application of due diligence measures, termination of the contract for the provision of Services pursuant to point 12 above, shall be effective immediately, and reimbursement of funds upon termination due to inability to apply due diligence measures shall be made exclusively by traditional bank transfer

to the Customer's verified bank account with simultaneous conversion of Cryptocurrencies to FIAT Currencies at market rates.

15. With the exception of the situation described in point 14 above, termination of the contract for the provision of Services pursuant to point 12 and 13 above, shall be subject to a 7-day notice period, whereby zondacrypto stipulates that during the notice period, the provision of Services and the functionality of the Exchange to the Customer to whom the contract for the provision of Services has been terminated shall be limited only to the Customer's ability to make an independent withdrawal of funds accumulated in the Account.

16. In addition, the contract for the provision of the Services shall immediately and automatically terminate upon the User's/Customer's death (in the case of natural persons) or liquidation (in the case of legal entities). In the event of a situation such as described in the previous sentence, the funds deposited in the user's account will be properly secured and subsequently paid out in accordance with the provisions of succession law (in the case of natural persons) or insolvency/liquidation law (in the case of legal entities) applicable to the case. Possible payment of funds will then be made only after submission of the relevant documentation required by law. With regard to succession matters, the relevant documents will be, in particular, the following: documents required by law to confirm the right to succession (including, among others, a court declaration of succession or a notarized certificate of succession), a completed zondacrypto succession form, documents certifying the legitimacy of a person to receive funds on behalf of the testator (including relevant civil status certificates or powers of attorney/authorizations), as well as a document confirming the circumstances of death (death certificate). In addition, if the circumstances of the case and generally applicable regulations require it, zondacrypto may request additional documentation in this regard.

1. Temporary discontinuation of the Services shall restrict the Customer from using the Services until zondacrypto clarifies whether a violation of the law, the Terms and Conditions, zondacrypto's rights or the rights of third parties, the code of conduct or good morals actually occurred and whether it was material. In the situation described in the preceding sentence, zondacrypto shall not be liable for the loss of value of the Customer's assets accumulated on the Exchange.

2. Termination of the contract for the provision of Services with immediate effect and the expiration of the notice period will result in the complete deprivation of the Customer's use of the Account. Within 30 days from the date of termination of the agreement - if the Customer does not independently bring the Account to zero balances (in accordance with § 12 point 4 above) - Support will make contact at the e-mail address of the former User or Customer to confirm the validity of the last verified bank account for withdrawal of the remaining funds or to indicate a new one. If no response is received within 90 days of the contact - these funds will be transferred to a negative interest zondacrypto deposit, the interest rate of which on a monthly basis is minus 20% on the initial value of the accumulated deposit. The value of the negative interest rate will be deducted from the funds held in favor of the former User or Customer, to which Users or Customers agree by accepting these Terms and Conditions. The termination of the storage of funds on the negative deposit shall take place at the moment of ordering their withdrawal by contacting Support by the former User or Customer, or the complete exhaustion of the funds, which are the subject of such deposit.

3. Withdrawal of funds accumulated in the Account, both in FIAT Currencies and Cryptocurrencies, shall be made in accordance with the Customer's instruction, provided that the return shall be made to a bank account or wallet belonging solely to the Customer, respectively, after identification and verification, subject to § 8 point 3 of the Terms and Conditions.

4. In case there are not enough funds in the customer's account to make the withdrawal (the funds will be insufficient to cover the fees and commissions associated with the withdrawal), the customer will have the opportunity to submit a statement of agreement to voluntarily incur a processing fee for the removal of the account in the amount remaining in the customer's balance. If there are insufficient funds to cover the withdrawal (fees and commissions associated with the withdrawal), such withdrawal will not be allowed.

5. Termination of the contract for the provision of Services with immediate effect may result in the deletion of all data from the Exchange's information and communication system entered by the Customer, unless otherwise provided by law, or the deletion of all data entered by the Customer from the Exchange's information and communication system is not possible due to the nature of the Service.

6. zondacrypto stipulates that if zondacrypto terminates the contract for the provision of Services in accordance with the Terms and Conditions, zondacrypto will not re-establish any business relationship with the Customer in the future, including the conclusion of the contract for the provision of Services, and the opportunity to re-register on the Exchange will be blocked.

VI. PROTECTION OF PERSONAL DATA AND PRIVACY POLICY

§ 14

The rules for the processing of personal data used and processed by zondacrypto, as well as regulations on privacy policy are placed on the Exchange in the contents of [the Privacy Policy](#) and [the Cookie Policy](#). These documents are integral parts of these Terms and Conditions.

VII. LIABILITY

§ 15

1. Each User and Customer is responsible for all actions taken after logging in to the Exchange with its login/email address and password or to the mobile application using the API and API keys, or through third-party systems, applications or services to which the User or Customer has provided its API key, or other data that allows synchronization of the Exchange account with a third-party service.

2. Each User and Customer uses the Services at its own risk, which does not exclude or limit zondacrypto's liability in connection with the provision of the Services, to the extent that it cannot be excluded or limited by law.

§ 16

1. zondacrypto shall be liable to Users and Customers for failure to perform or improper performance of the Services within the scope of the Terms and Conditions, unless the failure to perform or improper performance of the Services is a consequence of circumstances for which it is not legally responsible.

2. zondacrypto shall not be liable for the consequences of non-performance or improper performance of obligations undertaken to the User or Customer, by other Users or Customers.

3. zondacrypto is not responsible for:

a) deletion of data entered by Users or Customers into the Exchange's information and communication system by information and communication systems outside zondacrypto's control;

b) the consequences of Users or Customers providing login and password and API keys to third parties;

c) the effects of the transactions carried out on the Account, if they were ordered or made while following the procedure of logging into the Account in question using the login and password of the User or the Customer or its API keys;

d) the effects of the actions or omissions of external operators or other entities providing services to Users or Customers in the implementation of the various functionalities of the Exchange;

e) the correctness of deposits and withdrawals of Cryptocurrencies, if problems in this regard lie on the side of the network of a given Cryptocurrency and are independent of zondacrypto;

f) delays in the display of the Exchange on the devices used by the User or Customer arising from servers other than zondacrypto's servers, or devices used by the User or Customer;

g) transaction registration time when debiting the wallets of individual Cryptocurrencies;

h) erroneous entry by the customer of data for deposit or withdrawal of funds - if the operation has to be canceled, the Customer will be charged the cost of the bank commission or the service operator;

i) financial losses incurred by Customers resulting from the inability to transact through the Exchange during the technical break;

j) Customers' financial losses resulting from exchange rate differences arising during the blocking of a given transaction or Account made in accordance with the Terms and Conditions or at the request of state authorities;

k) problems or technical limitations, including the data transmission speed of the computer equipment, terminal device, information and communications system and telecommunications infrastructure used by the User or Customer, which prevent the User or Customer from using the Exchange;

l) the consequences of the use of the Exchange by the User or the Customer in a manner contrary to the applicable law, the Terms and Conditions, the code of conduct or custom.

4. The Terms and Conditions shall be applied taking into account the rights of consumers under consumer laws.

VIII. INTELLECTUAL PROPERTY § 17

1. zondacrypto shall have the rights to the works, designations and trademarks made available on the Exchange to the extent necessary to provide the Services.

2. Works, designations and trademarks made available as part of and for the purpose of providing the Services shall receive the protection provided by law.

3. Each User and Customer is entitled to use the works within the framework of permitted private use provided by law.

4. Use beyond the permitted private use requires the prior consent of the authorized entity.

IX. PROCEDURE FOR SUBMITTING AND REVIEWING COMPLAINTS

§ 18

The User or Customer is entitled to lodge a complaint regarding the provision of crypto asset services by zondacrypto in accordance with the procedure set out on the zondacrypto website, at the link: <https://zondacrypto.com/documents/d/guest/complaint-procedure-en-docx>.

X. TRANSACTION SECURITY PROCEDURES

§ 19

1. In the event that zondacrypto has a reasonable suspicion that a unlawful action has been committed, in particular a suspicion that the funds or Cryptocurrencies involved in a transaction are derived from a illegal source, zondacrypto and the Payment Operators have the right to block the transaction in question or the Account, and notify law enforcement and judicial authorities of the suspicion. The notification shall be made regardless of other actions taken by zondacrypto and Payment Operators on their own. Until the doubts are clarified (e.g., by re-verifying the User or Customer) or a relevant order is obtained from the relevant authority, zondacrypto has the right to block the Account of the User or Customer in question.

2. In case of suspicion or finding that the User's or Customer's data on the Exchange is incomplete, incorrect or outdated, zondacrypto shall have the right to require the Customer to undergo a new verification procedure, as described in Section III of the Terms and Conditions or to send additional documents justified by the circumstances of the incident.

3. Acceptance of these Terms and Conditions constitutes the User's or Customer's consent to zondacrypto's possible re-verification referred to in point 2 above.

4. In the case of doubts about the origin of the funds or Cryptocurrencies that are the subject of the transaction, if these doubts are not removed, and the re-execution of the verification procedure does not lead to a determination of the identity of the User or Customer or there is still a doubt whether the declaration of intent made by the User or Customer for the transaction is not flawed, zondacrypto or the Payment Operator has the right to refuse to carry out the transaction.

5. If, in the case referred to in point 1 above, there has been an acceptance by zondacrypto or the Payment Operator of any funds or Cryptocurrencies, zondacrypto or the Payment Operator may block the execution of the transaction by depositing the funds or Cryptocurrencies, in the blocked Account, in zondacrypto's escrow account, or in a court depository until the final decision of who owns them is made by the authorities appointed for this purpose.

6. At the reasonable request of a bank or other financial institution, if it suspects a possible unlawful action, zondacrypto or the Payment Operator may block the execution of transactions by depositing funds or Cryptocurrencies, in the blocked Account, in zondacrypto's escrow account or in a court depository, until the final decision of who owns them is made.

7. In the event that zondacrypto itself establishes beyond any doubt who is the owner of the funds or Cryptocurrencies, it will independently issue an instruction to return these funds to the owner.

8. If a transaction is suspended or blocked, zondacrypto will immediately inform the parties to the transaction about this fact.

9. Subsequent execution of a transaction after its prior suspension or blocking of the Account or the return of funds after the suspension or blocking of a transaction, in connection with actions resulting from the User's or Customer's violation of the Terms and Conditions or zondacrypto's actions based on the provisions of the Terms and Conditions (e.g., the need to carry out a re-verification procedure), does not entitle the User or Customer to direct any claims against zondacrypto for any reason, especially in terms of lost benefits.

10. The procedures indicated in this paragraph shall also apply when the Customer executes transactions for third parties under a dedicated authorization. In such case, the verification of such Customer, in addition to the procedure described in point 2 above, may consist, in particular, in requesting the Customer to indicate data allowing full verification of the third parties for whom transactions are carried out, in accordance with the provisions of point 2 above and to demonstrate the authorization to carry out transactions on behalf of such third parties.

11. In the case referred to in point 10 above, the provisions of this paragraph shall apply accordingly.

12. If the User or Customer, in dealing with zondacrypto, in particular when filing a complaint or making a claim, acts through an attorney, zondacrypto requires the power of attorney document to be granted in the form of a notarized deed or with a notarized signature, or alternatively that the fact of granting the power of attorney be confirmed by the User or Customer via video verification. The above does not apply to the power of attorney granted to a professional representative, i.e. an attorney or legal counsel, for which the certified true copy of the power of attorney is sufficient. The requirements set forth in the preceding sentences are not intended to limit any rights of the User or Customer, but only result from the need to confirm the fact of

granting the power of attorney to act in the name of the User or Customer, which is submitted only in electronic form.

13. If necessary, and without the need to obtain the User's or Customer's consent, zondacrypto will transfer to the authorities referred to in point 1 above the data in its possession regarding the User's or Customer's identity, both those indicated by the User or Customer himself, obtained in the verification procedure referred to in point 2 above, as well as other information about its activity on the Exchange.

14. In addition, based on [the Internal Policy](#) applied by the Exchange Operator and the list of international sanctions, zondacrypto reserves the right not to enter into business relations with citizens, residents or entities based or residing in the territory of countries on the list of international sanctions. At the same time, due to the very high risk of money laundering and terrorist financing, zondacrypto stipulates that it will not establish business relations with citizens, residents, or entities domiciled or residing in the territory of countries that have been declared unacceptable countries under internal procedures. The above is based solely on international guidelines and legal requirements, and is in no way intended to discriminate against such persons on the basis of nationality. The list of unacceptable countries and regions is available on the website of the Exchange Operator at: <https://zondacrypto.com/en/nonacceptable-countries>.

XI. PROPER LAW

1. The law of the Republic of Estonia shall govern the contract concluded between the Customer and zondacrypto, the subject of which is the Services provided by zondacrypto on the Exchange under the terms of the Terms and Conditions. The above stipulation does not deprive Customers who are consumers of the protection granted to them by the law of their habitual residence.

2. Any disputes related to the Services provided by zondacrypto will be resolved by the relevant common courts.

3. A User or a Customer who is a consumer has the option of using an out-of-court complaint and redress procedure. Information on how to access the aforementioned dispute resolution mode and procedures can be found, among others, on the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>. *

[- The ODR platform will only operate until 20 July 2025, pursuant to Regulation (EU) 2024/3228 of the European Parliament and of the Council of 19 December 2024 repealing Regulation (EU) No 524/2013, and amending Regulations (EU) 2017/2394 and (EU) 2018/1724 with regard to the discontinuation of the European Online Dispute Resolution Platform.]*

XII. AMENDMENTS TO THE TERMS AND CONDITIONS

1. zondacrypto shall be entitled to amend the Terms and Conditions at any time and such amendment shall take effect on the date specified by zondacrypto, provided that the effective date of the amendment to the Terms and Conditions shall not be less than 7 days from the time the amended Terms and Conditions are made available to the User or Customer. Each User and Customer will be informed of the change to the Terms and Conditions by an email sent to the email address assigned to its Account.

2. If the Customer does not accept the changes to the Terms and Conditions, in order to terminate the contract for the provision of Services, it should immediately notify zondacrypto, in writing or via e-mail to the following address: support@zondacrypto.com. In such case, the contract shall be terminated on the effective date of the amended Terms and Conditions.

3. A change in [the Fees and Charges Table](#), in terms of commissions for the withdrawal of Cryptocurrencies, due to dynamic changes in this area beyond the control of zondacrypto, or zondacrypto Payment Methods does not constitute an amendment to the Terms and Conditions.

4. A change in [the List of Unacceptable Countries and Regions](#) referred to in § 19 point 14 of the Terms and Conditions, due to dynamic changes related to international guidelines and compliance with international sanctions and procedures on anti-money laundering and terrorist financing - in this regard beyond the control of zondacrypto, shall not constitute a change to the Terms and Conditions.

XIII. ACCESSIBILITY REQUIREMENTS

§ 22

1. As an electronic service provider, the Payment Operator strives to ensure the widest possible access to its services and continuously takes measures to implement accessibility requirements in accordance with Directive (EU) 2019/882 of the European Parliament and of the Council of 17

April 2019 on the accessibility requirements for products and services (European Accessibility Act) and relevant national provisions implementing the European Accessibility Act, including the Estonian Act of 30 May 2022 on the accessibility of products and services (Products and Services Accessibility Act).

2. Detailed information on the compliance of the services offered by the Payment Operator with the accessibility requirements is available on the Payment Operator's website at: <https://zondacrypto.com/en/legal/information-on-digital-accessibility-in-zondacrypto>.